



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, DECEMBER 07, 2021 - 6:00 PM**

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Herman Robinson

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

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

- A. Presentation by Rep. David Silvers
- B. [Presentation for A Sustainable Solution for Lake Worth Beach by Jill Karlin](#)

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

- A. [Regular Meeting - November 02, 2021](#)
- B. [Work Session - November 8, 2021](#)
- C. [Pre-Agenda Work Session - November 10, 2021](#)

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

- A. [Resolution No. 85-2021 - setting the ballot for the March 8, 2022, General Election](#)
- B. [Payments of Fiscal Year 2021 Invoices](#)
- C. [Agreement with L.M.C.C. Specialty Contractors, Inc. d/b/a Mims Construction Company to provide board and secure services](#)
- D. [Authorize Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501740 for the Lake Osborne Estates Watermain Improvement project](#)
- E. [Notification and filing of Floodplain Management Plan Annual Progress Report from City Manager](#)
- F. [Resolution No. 86-2021 – adopting the City Traffic Calming Policy](#)
- G. [Ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the International Brotherhood of Electrical Workers Local 359-3 \(“IBEW”\)](#)

- H. [Inter-Local Agreement with Treasure Coast Regional Planning Council to undertake a Downtown Property Public Outreach and Master Plan Development Revision](#)

**PUBLIC HEARINGS:**

- A. [Ordinances 2021-18 & 2021-19 - Second Reading - City-initiated small-scale Future Land Use Map \(FLUM\) amendment \(Ordinance 2021-18\) and Zoning Map amendment \(Ordinance 2021-19\) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach's Electric Utility requesting a FLUM amendment from the Mixed Use - East \(MU-E\) FLU to the Public \(P\) FLU, and a rezoning from the Mixed Use – Dixie Highway \(MU-Dixie\) zoning district to the Public \(P\) zoning district on properties located at 706 South H Street and 710 South H Street](#)
- B. [Ordinance No. 2021-20 – Second Reading – Ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022](#)

**NEW BUSINESS:**

- A. [First Amendment to the Agreement with Tripp Electric, Inc. for motor and pump repairs](#)
- B. [Amend Professional Services Agreement with NZ Consultants to allow for additional expenditure of funds for services](#)
- C. [Resolution No. 87-2021 – Fourth Operating Budget Amendment for FY 2022 to increase the professional services agreement with NZ Consultants](#)
- D. [Resolution No. 88-2021 approving the purchase agreement and the lease financing agreement for the new fleet of golf carts](#)
- E. [Resolution No. 89-2021 – authorizing the City to reimburse itself for expenditures incurred from projects included in the upcoming bond authorization.](#)
- F. [Resolution No. 90-2021 - Establishment of Financial Policies and Procedures for the City of Lake Worth Beach](#)
- G. [Resolution No. 91-2021 – Fiscal Year 2022 operating budget amendment providing \\$1,060,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a premium pay for essential City employees](#)
- H. [Review of Draft Invitation to Negotiate for Lake Worth Beach Redevelopment Project](#)
- I. [Retention of Audio Recordings](#)

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

December 21 - regular meeting  
December 28 - electric utility meeting

[Draft Agenda - December 21, 2021](#)

## **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)

Sustainable Lake Worth Beach  
*Jill Karlin Butler and Lee Porter Butler*



**Lake Worth Beach will be a completely sustainable city by 2050**

*In order to attain this goal Lake Worth Beach commits to utilizing sustainable energy utilities only, using EKOTECTURE framework*

Four demonstration projects will commence in Lake Worth Beach by 2023 to educate how to build sustainably, live comfortably and safely during Climate Change and beyond. Sustainable Lake Worth Beach will draw tourists from the world over, creating a basis for a new thriving sustainable economy in our city.

Broad concepts presented here to be explained in greater detail in future

# All human beings need...

- A healthy, harmonious life; in equilibrium with other human beings and the natural world.
- A variety of clean foods, water and air, and a safe, comfortable shelter.

EKOTECTURE helps to meet basic human needs through its integrated utility infrastructure

EKOTECTURE structures are designed to resist the destructive forces of nature, Including:

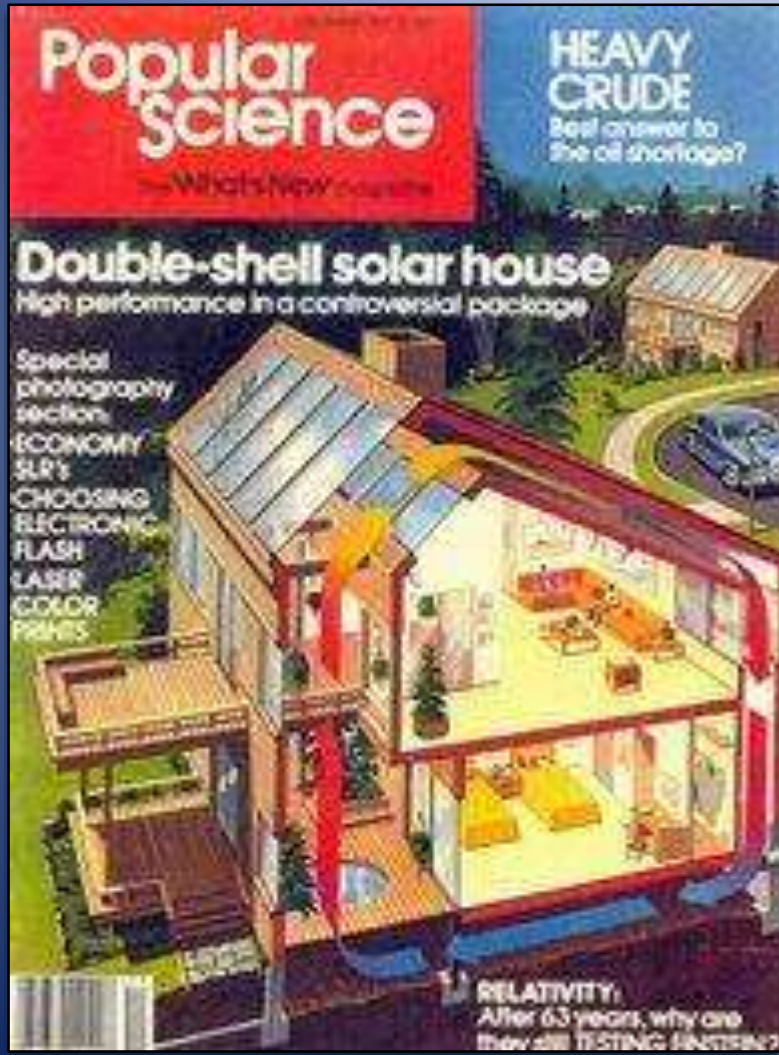
- Hurricanes
- Tidal surges
- Tornadoes
- Floods
- Fires
- Earthquakes
- Civil Unrest

... *And they float*



# EKOTECHTURE

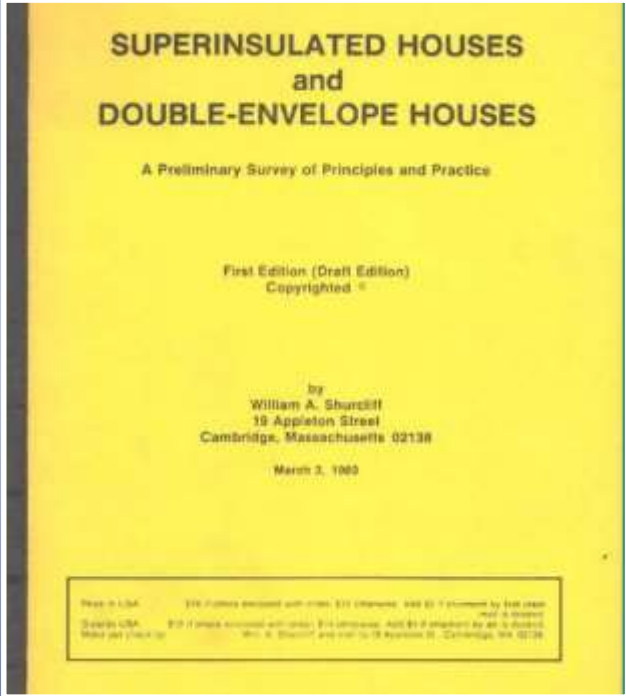
Lee Porter Butler's innovative environmentally sustainable architectural designs, validated through the years, by enthusiastic clients.



The design can be adapted to any architectural style, and will be used to preserve/recreate and enhance the 20th Century South Florida Beach Vernacular Architecture that characterizes our city, enabling sustainable development for a mixed-use project, from affordable housing to multi-million-dollar, state-of-the-art cottages. Permaculture gardens supply organic food for residents, restaurants, and for sale.

**EKOTECTURE lends itself well to Indoor-outdoor southern Florida lifestyle. Building-integrated energy systems generate ample energy to sell to our utility at less cost than conventional energy sources, contributing to a circular, sustainable economy.**

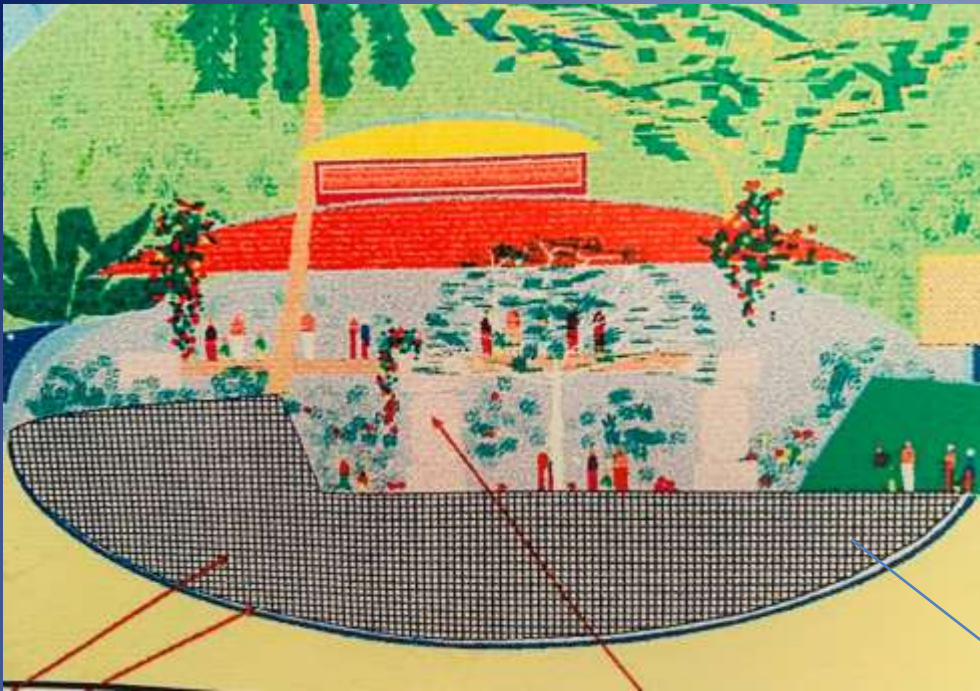
**Lee's design innovation case-studied by Brookhaven National Laboratory - United States Department of Energy, discovered to be the most energy efficient house they had ever studied. Harvard academic, William A. Shurcliff produced an approval study on the principles and practice of Lee's Double Envelope (Geo-thermal Envelope) homes.**





# PROJECT 1 : South L and M Street Development





- 20,000 sq. feet: Commercial & retail services
- 30,000 sq. feet: 52 units residential efficiency apartment
- 5 Residential cottages /\$1,000,000 up each
- 15,000 sq. ft. rooftop aerponics commercial greenhouses
- A Health, Environmental, Educational Center
- Employment balance living spaces
- Meeting place for x culture communication
- Solar electrical generator w/storage system
- Grey water & rain water purified for pure mineral rich drinking
- Waste turned into fertilizer for gardens
- Passive optical systems provide sunlight in all interior spaces
- Solar hot water system
- Filtered oxygenated air provided for all interior spaces

**The Creative Communications Center**  
 In the center of our city provides healing for the Community with a floating foundation and is Completely self-sustainable.

## Project 1. South L & M Street

The South L&M Street project will house the anchor for all community sustainable development, future projects that the City of Lake Worth Beach proposes, where open-sourced discussions address all the needs of our community in the Creative Communications Center for the City(CCC)

This mixed income development will include off grid, based on the principles of EKOTECTURE, *Essential Architecture*, including affordable housing apartments and multimillion dollar state of the art cottages: sustainable replicas of the former dwellings in that neighborhood, in styles of 20<sup>th</sup> Century South Florida Beach Vernacular Architecture. Underground/water parking in the “hull of the vessel”, (see slide 7). The pedestrian neighborhood with permaculture garden will be serviced by neighbors to supply local restaurants. Neighbors will gain credits in The Citizens Time Bank. Ekotecture has relationships with U of Miami, U of Fl. , and locally with Capscare to offer Sustainable Development curriculum. The South L & M Street’s community pool will be open to neighborhood residents via sold passes. Permaculture, aquaponics, hydroponics supply sustenance needs to be met in our neighborhood in this demonstration community, model for the world.

We will be a model for future sustainable development from which cities globally can gain inspiration and knowledge.

## Project 2: The Gulfstream



[This Photo](#) [CC BY-SA](#)

In keeping with the modest 20<sup>th</sup> Century south Florida beach town persona we will retrofit and renovate the existing hotel, keeping original sizes of many rooms with the latest ergonomic, self sustainable designs. We will convert top floors into high-end larger suites. The second building will highlight the most innovative sustainable technological advances: EKOTECTURE's underground "hull" houses the new sustainable utility and smart systems for the entire project: lights, gas, water, waste management. The new building will be tiered and terraced for views to the Intercoastal from most guest suites.

The rooftop garden on both buildings grows food for the restaurant and community, as does the greenhouse atrium. The new building will have parking underground/water in the hull.

Browse shops, art galleries, and dine in restaurants. The second building's swimming pools, hot tubs, game rooms, and facilities for live/workspaces. Kayak, paddleboard, canoe, sailboat, rentals available at Bryant Park for guests and for Lake Worthians at reduced rates



Swim with the dolphins in our oceanside lagoons designed for interaction with our cetacean friends.



## The Oceanfront Eko-Park, Pool, Eko-Lazy River & Dolphin Lagoon.

The new pool, at the old pool (why dig another hole? We made the shape more inviting.) is perfect for competitions, classes, pool parties, with added novel water park features, like walls of water, fountains and mineral pools (great for the senior population). The 1st 100% eko-friendly, wind turbine, solar, gravity geo-thermal operated Lazy River will encompass Oceanfront Eko-Park – from the Casino to Benny’s circumferences both current parking lots. An electric trolley, monorail/or gondola services Oceanfront Eko-Park, Pool, Lazy River from the Tri-rail with stops downtown, at Bryant Park and east side of intracoastal. Additional ferry service from Snook Island Dock and Bryant Park for dolphin watching provides alternate access to ocean side. NO CARS at our beach! A vehicle access road behind the Casino building with service ports of access to each of the eatery establishments all the way to Benny’s, allows for emergency vehicles. Parking remains on the north side, especially for handicap.



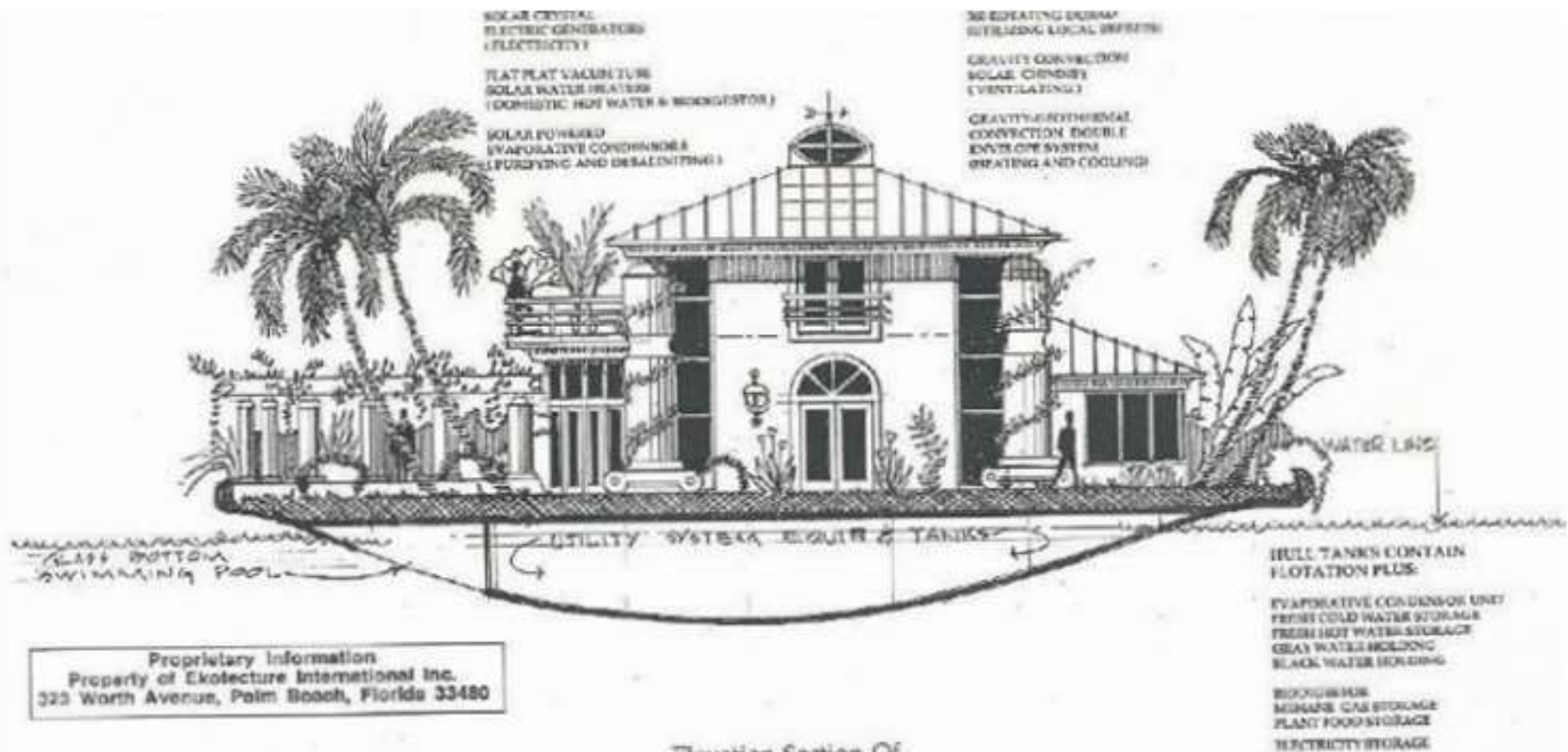
#### Project 4 : The Golf Course Residential Community

Utilizing EKOTECTURE we will build a small community of completely off grid, floating homes (at Hole 1 and where Hole 1 touches Hole 7) where the golf course floods, and golfing may soon not be possible. (Most of the golf course will remain.) These multi million dollar homes protect lives of inhabitants in flood or hurricanes, using EKOTECTURE sustainable principles. The state of the art smart, ekological homes will have shared amenities of floating gardens, swimming pool, tennis courts.

# The EKOTECHTURE Ark

The Ark is a floating home, anchored on land with below water utility infrastructure, which provides lights, gas, water, waste management, and food production in the greenhouse. Hull enables structure to withstand ocean water surges and storms: a boon to any coastal community – built with environmentally friendly materials and systems.

## Natural Environmental Architecture

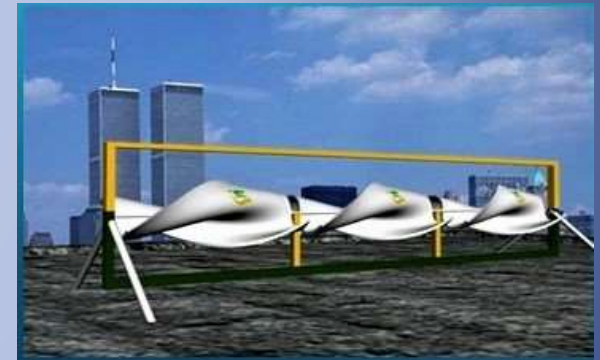


Proprietary Information  
Property of Ekotechture International Inc.  
323 Worth Avenue, Palm Beach, Florida 33480

Elevation-Section Of  
Floating Island Home • Model One  
Ekotechture International Inc. PATENTED 1995

# EKOTECTURE partnerships for efficiency

For decades, Alliance BioConversions Company (ABCC) has been an ally to EKOTECTURE. Their treasure trove of proven, open source, biological, mechanical systems, materials, and products which provide sustainable solutions for many utilities in the EKOTECTURE homes including hydroponics, aquaponics, aeroponics, and water reclamation to provide greater yields with 90% less water and land. Building and garden integrated bird and bat safe helix wind turbines run on ceramic ball bearings, rather than gas motors to generate energy in the same manner for utilities as solar. EKOTECTURE embraces the latest technological advances.



New, sleek windmills convert circular motion into mechanical work, utilizes and maximizes wind energy from 5 -180 MPH winds

EKOTECTURE has relationships with Florida colleges and universities with whom we can partner on this project.



## Framework: EKOTECTURE

Biospheres are organically conceived structures, buildings, vessels, arks, and mobile living environments, manufactured according to the following database: (characteristics and principles) i.e., "Sustainable Construction Structures".

- 1) Integrates the architectural functions with the utility (water, gas, electricity and sanitary) utility infrastructural functions.
- 2) Utilizes solar, gravity, geo-thermal and other universal scientific principles and energies to "power" the systems (photovoltaics, solar water heaters, evaporative condenser purifiers, bio-digestors, solar chimneys, evaporative cooling tubes and others).
- 3) Eliminates destructive friction and combustion resulting in maintenance expenses
- 4) Produces "0"(zero) pollution, taking nothing from the earth, air, water, putting "0"(nothing) back into the earth, air, or water in its operation.
- 5) Utilizes the geometry of organic spiraling dodecahedral stacking crystalline structures to form super strength elements within the core of the building modules.
- 6) Utilizes indigenous Cementous materials and recycled plastics to produce inexpensive, lightweight enough to float, fireproof, molded structural modules and tanks which resist mold, mildew, fungus, virus, bacterial growth.
- 7) Utilizes compartmented flotation tanks in its "floating foundation platform" which is structurally integrated with the hidden superstructure above, enabling the structure to resist seismic horizontal earthquake shear forces, hurricane wind forces, floods, tidal surges and tornadoes while retaining its ability to provide utilities and keep water out. Designed for 250 mph winds.
- 8) Utilizes its organic wastes to produce organic fertilizer and methane gas.
- 9) Maintains comfortable interior temperatures year-round, in any climate
- 10) Controls winter and summer sun, rain, and breezes to maintain interior comfort.
- 11) Utilizes an "interior garden (greenhouse space)" to grow foliage and flowers, which negatively ionize the air, remove all particle pollutants, odors, toxic "off gassing", and to increase the oxygen content, introduce floral fragrances, eliminating "sick building syndrome".
- 12) Utilizes low voltage direct electric current moving through "electrically activated (doped) portions of the structural wall elements, eliminating electrical wiring and the associated fire potential and shock hazard.
- 13) Utilizes rainwater and the latest radionics water treatment technologies and mineral salts to produce a nutritionally superior, fresh, natural spring quality domestic water supply.
- 14) Utilizes the gray water from laboratories, showers, laundry, and parking lot runoff to fertilize and water the landscape.
- 15) Links the fertilizer resource being generated with ancillary hydroponic aqua culture and aeroponic horticultural facilities to provide fresh fruits, vegetables, fish, shrimp and flowers for local markets.

[www.TheDolphinDream.com](http://www.TheDolphinDream.com)

[www.EKOTECTURE.com](http://www.EKOTECTURE.com)



**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, NOVEMBER 2, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:10) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (0:32) led by Commissioner Kimberly Stokes.

**PLEDGE OF ALLEGIANCE:** (0:44) led by Vice Mayor Herman Robinson.

**AGENDA - Additions/Deletions/Reordering:** (1:05)

The following items were added to the agenda: New Business G, consideration of City Manager Agreement with Carmen Davis; New Business H, Ordinance No. 2021-20 – setting term limits of two consecutive terms for a given seat; New Business I, Ordinance No. 2021-21 allowing a candidate to concede without forcing a run-off election; New Business J, Ordinance No. 2021-22 – changing to single-member district voting, with the mayor remaining at-large; New Business K, Ordinance No. 2021-23 – changing the stipulation regarding the number of votes needed for a candidate to be duly-elected; and New Business L, Ordinance No. 2021-24 regarding the filling of commission vacancies. Consent Item A, Ratification of an appointment to the Community Redevelopment Agency was pulled from the Consent Agenda and reordered to New Business M to follow the Consent Agenda. New Business A, Resolution No. 78-2021 – supporting improvements to the Blueway Trail, was deleted from the agenda and would be the subject of a future work session. New Business F, Discussion regarding next steps for the City's Oceanfront Park, was reordered to New Business B.

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

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

**PRESENTATIONS:** (18:08) (there is no public comment on Presentation items)

A. Presentation regarding opportunities at the City's Oceanfront Park

**COMMISSION LIAISON REPORTS AND COMMENTS:** (26:27)



**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (35:51)

**APPROVAL OF MINUTES:** (43:36)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the following minutes:

- A. Regular Meeting – October 5, 2021
- B. Regular Meeting – October 19, 2021

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

**CONSENT AGENDA:** (43:54) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. (moved to New Business M) Ratification of an appointment to the Community Redevelopment Agency
- B. Proclamation recognizing Cardinal Newman High School on their 60th Anniversary
- C. Proclamation declaring November 2021 as National American Indian Heritage Month
- D. Resolution No. 81-2021 – Amendment 001 to the CDBG Howard Park Improvements Project Agreement

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

**NEW BUSINESS:**

- M. (moved and reordered from Consent Agenda A) Ratification of an appointment to the Community Redevelopment Agency (44:06)

**Action:** Motion made by Commissioner Malega and seconded by Mayor Resch (who passed the gavel) to ratify an appointment to the Community Redevelopment Agency. **Did not pass.**

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

The meeting recessed at 7:12 PM and reconvened at 7:19 PM.

**PUBLIC HEARINGS:** (1:17:46)

- A. Resolution No. 77-2021 – abandoning an approximately 40-foot-wide section of public right-of-way known as 9th Avenue South located between the alley east of South N Street

and west of South Federal Highway (1:17:49)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 77-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ABANDONING AN APPROXIMATELY 40-FOOT-WIDE RIGHT-OF-WAY LOCATED BETWEEN 827 SOUTH FEDERAL HIGHWAY AND 901 SOUTH FEDERAL HIGHWAY AND REVERTING BACK TO THE PROPERTY OWNERS OF SAID ABUTTING PROPERTIES (PCN: 38-43-44-27-01-021-0160 AND 38-43-44-27-01-030-0090) AS DESCRIBED HEREIN; SUBJECT TO CONDITIONS; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 77-2021 – abandoning the northern half of 9<sup>th</sup> Avenue South and requiring the developer to improve the southern half of 9<sup>th</sup> Avenue South, which would remain in public trust.

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

- B. Ordinance No. 2021-16 – Second Reading – Quasi-judicial – Consideration of an application for a Residential Urban Planned Development, Major Site Plan, and Conditional Use Permit located at 825 and 827 South Federal Highway (Burckle Place III) and on a portion of 9th Avenue South right-of-way (1:48:34)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-16 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 825 & 827 SOUTH FEDERAL HIGHWAY CONSISTING OF APPROXIMATELY 0.53 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – FEDERAL HIGHWAY (MU-FH) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; AND APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 7-UNIT RESIDENTIAL URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Ordinance No. 2021-16 considering an application for a Residential Urban Planned Development, Major Site Plan, and Conditional Use Permit located at 825 and 827 South Federal Highway (Burckle Place III) and on a portion of 9th Avenue South right-of-way.

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

The meeting recessed at 8:37 PM and reconvened at 8:46 PM.

- C. Ordinances Nos. 2021-18 and 2021-19 - First Reading - City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2021-18) and Zoning Map amendment (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach's Electric Utility requesting a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and a rezoning from the Mixed Use – Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street (2:45:35)

City Attorney Torcivia read the ordinances by title only.

ORDINANCE NO. 2021-18 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF MIXED USE – EAST (MU-E) TO THE PUBLIC (P) FLU DESIGNATION ON PROPERTIES LOCATED AT 706 SOUTH H STREET AND 710 SOUTH H STREET MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FORSEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

ORDINANCE NO. 2021-19 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MIXED USE – DIXIE HIGHWAY (MU- DH) TO PUBLIC (P) ON PROPERTIES LOCATED AT 706 SOUTH H STREET AND 710 SOUTH H STREET, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Ordinance 2021-18 on first reading and set the second reading and public hearing for December 7, 2021.

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

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Ordinance 2021-19 on first reading and set the second reading and public hearing for December 7, 2021.

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

- D. Ordinance No. 2021-15 – Second Reading – Ordinance No. 2021-15 – Second Reading - amending the Procurement Code (2:55:46)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2021-15 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE XIV, PURCHASING, SECTION 2- 117, ASSISTANCE TO LOCAL BUSINESSES AND SMALL BUSINESSES, BY EXPANDING THE USE

OF LOCAL AND SMALL BUSINESS PREFERENCES, ADDING A VETERAN BUSINESS ENTERPRISE PREFERENCE, AND ADDING A "GREEN INITIATIVES" PREFERENCE AND ADDING CLARIFICATIONS ON THE AUTHORIZED PREFERENCES AND ORDER OF PRECEDENCE OF THE PREFERENCES; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Ordinance 2021-15 amending the Procurement Code.

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

**UNFINISHED BUSINESS:** (2:57:08)

A. Discussion regarding Education Task Force

**Action:** Consensus for the Commission to receive quarterly updates from the Education Task Force, implementing an end date in two years and having vacancies advertised and filled as needed.

**NEW BUSINESS:** (3:03:20)

A. (deleted from the agenda) Resolution No. 78-2021 – supporting improvements to the Blueway Trail

B. (reordered from New Business F) Discussion regarding next steps for the City's Oceanfront Park (3:03:33)

C. (reordered from New Business B) Replat and re-naming of a portion of the Hammon Park Subdivision (3:09:49)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve a replat and re-naming of a portion of Hammon Park subdivision.

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

D. (reordered from New Business C) Interlocal Agreement with Lake Worth Beach Community Redevelopment Agency to cover costs for Downtown Property Public Outreach and Master Plan Development (3:15:32)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Interlocal Agreement with the CRA to provide the funding for the TCRPC to undertake property public outreach and a master plan development study.

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

- E. (reordered from New Business D) Resolution No. 79-2021 – First Operating Budget Amendment to reflect the contribution by the CRA and subsequent payment for the master plan study (3:16:05)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 79-2021, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Resolution No. 79-2021 – First Operating Budget Amendment to reflect the contribution by the CRA and subsequent payment for the master plan study.

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

- F. (reordered from New Business E) Resolution No. 80-2021 - approving the 2022 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2022 Election (3:17:09)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 80-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE CALENDAR YEAR 2022 AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; DESIGNATING THE CITY'S CANVASSING BOARD FOR THE MARCH 2022 ELECTION; AND PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Resolution No. 80-2021 – approving the 2022 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2022 Election.

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

- F. (reordered to New Business B) Discussion regarding next steps for the City's Oceanfront Park

- G. (added) Consideration of City Manager Agreement with Carmen Davis (3:18:27)

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the City Manager agreement with Carmen Davis.

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

- H. (added) Ordinance No. 2021-20 – First Reading – Ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022 (3:20:17)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-20 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 2 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE TERM LIMITS FOR THE POSITIONS OF MAYOR AND COMMISSIONER; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

**Action:** Consensus to bring the ordinance back for First Reading on November 16, 2021, clarifying the time between terms.

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Malega to extend the meeting until 11 PM.

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

- I. (added) Ordinance No. 2021-21 – First Reading – Ballot language to allow a candidate to concede without forcing a run-off election. (3:51:30)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-21 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 4 OF ARTICLE V OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE A CANDIDATE WHO QUALIFIES FOR A RUN-OFF ELECTION THE OPTION OF CONCEDEDING THE RUN-OFF ELECTION WITHIN A TIME CERTAIN; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2021-21 on first reading and set the second reading and public hearing for November 16, 2021.

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

- J. (added) Ordinance No. 2021-22 – First Reading – Ballot language for changing to single-member district voting, with the mayor remaining at-large (3:54:58)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-22 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 1 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE FOR SINGLE-MEMBER DISTRICT VOTING WHEREIN EACH COMMISSIONER SHALL BE ELECTED BY THE ELECTORS RESIDING IN HIS OR HER OWN DISTRICT AND WITH THE MAYOR CONTINUING TO BE ELECTED BY THE ELECTORS OF THE CITY-AT-LARGE; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2021-22 on first reading and set the second reading and public hearing for November 16, 2021.

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

- K. (added) Ordinance No. 2021-23 – First Reading – Ballot language for changing the stipulation regarding the number of votes needed for a candidate to be duly-elected (4:02:00)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-23 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 4 OF ARTICLE V OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE THAT THE CANDIDATE WHO RECEIVES A PLURALITY OF THE VOTES CAST AT AN ELECTION, EQUALING 40% OF THE VOTES CAST PLUS ONE VOTE OR MORE, WILL BE DECLARED TO BE DULY ELECTED; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to disapprove Ordinance 2021-23. **Did not pass.**

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

- L. (added) Ordinance No. 2021-24 – First Reading – Ballot language regarding the filling of commission vacancies (4:09:17)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-24 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 5 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE THAT A VACANCY ON THE CITY COMMISSION, WHEN THERE ARE LESS THAN SIX MONTHS REMAINING IN THE UNEXPIRED TERM OR LESS THAN SIX MONTHS BEFORE THE NEXT REGULAR CITY ELECTION, SHALL BE FILLED BY THE REMAINING MEMBERS NO LATER THAN 24 HOURS PRIOR TO THE OPENING OF THE QUALIFYING PERIOD; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner McVoy to approve Ordinance 2021-24 on first reading and set the second reading and public hearing for November 16, 2021.

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

- M. (moved from Consent Agenda A and reordered to follow Consent Agenda) Ratification of an appointment to the Community Redevelopment Agency

**CITY ATTORNEY'S REPORT:**

City Attorney Torcivia did not provide a report.

**CITY MANAGER'S REPORT:** (4:24:26)

Interim City Manager Ruiz provided the following report:

- Announced that the City Hall elevator would be out of operation from November 8 through November 16.
- Stated that pre-agenda commission work sessions would begin on November 10, occurring on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of the month from 9-10 AM to be viewed live on YouTube.

**UPCOMING MEETINGS AND WORK SESSIONS:**

November 8 @ 5 pm - work session  
November 16 - regular meeting  
November 30 - electric utility

- A. Draft Agenda - November 2, 2021



**ADJOURNMENT:** (4:33:33)

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to adjourn the meeting at 10:35 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 December 7, 2021.

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION WORK SESSION  
CITY HALL COMMISSION CHAMBER  
MONDAY, NOVEMBER 8, 2021 - 5:00 PM**

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

**ROLL CALL:** (0:03) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, and Deputy City Clerk Shayla Ellis.

**PLEDGE OF ALLEGIANCE:** (0:17) led by Mayor Betty Resch.

**UPDATES / FUTURE ACTION / DIRECTION** (34:12)

A. Next steps at the City's beach complex

**Action:** Consensus to have the issue of ITN discussed during the December 7<sup>th</sup> meeting and per Commission approval be provided to developers requesting a plan for either the repair or reconstruction of the pool within 60 days from the original issuance.

**ADJOURNMENT:** (1:15:26)

The meeting adjourned at 6:26 PM.

ATTEST:

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

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

Minutes Approved: December 7, 2021

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION PRE-AGENDA WORK SESSION  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, NOVEMBER 10, 2021 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:03) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Goddeau and City Clerk Melissa Ann Coyne.

**UPDATES / FUTURE ACTION / DIRECTION** (0:12)

A. Possible agenda topics

**Action:** Consensus to add a discussion regarding advisory boards and a discussion item regarding 821 S Dixie Hwy to the November 16 meeting, have a rate discussion at the November 30 Electric Utility meeting and bring an advisory board process ordinance to the Commission in January.

**ADJOURNMENT:** (55:26)

The meeting adjourned at 9:59 AM.

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

ATTEST:

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

Minutes Approved: December 7, 2021

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** City Clerk

**TITLE:**

Resolution No. 85-2021 - setting the ballot for the March 8, 2022, General Election

**SUMMARY:**

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

**BACKGROUND AND JUSTIFICATION:**

At noon on November 23, 2021, the qualifying period for candidates to file papers and pay fees to the City Clerk ended. We are requesting that the City Commission approve Resolution 85-2021 which sets the general election ballot for March 8, 2022. This resolution will be submitted to the Palm Beach County Supervisor of Elections as directed by the City Commission.

**MOTION:**

Move to approve/disapprove Resolution No. 85-2021 setting the ballot for the March 8, 2022, General Election.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 85-2021

RESOLUTION NO. 85-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DIRECTING THE CITY CLERK TO PREPARE THE OFFICIAL BALLOT FOR THE CITYWIDE ELECTION TO BE HELD ON MARCH 8, 2022; PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the offices of Commissioner District No. 2 and Commissioner District No. 4 shall be filled by election on March 8, 2022; and

WHEREAS, the office of Commissioner District No. 2 was unopposed and is therefore considered re-elected; and

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

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

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

COMMISSIONER DISTRICT #4

Reinaldo Diaz  
Craig Frost  
Daniel Morgan

Section 2. The ballot for the referendum election is hereby determined to be as follows:

- 1. SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE III, SECTION 2 TO PROVIDE THAT NO PERSON MAY SERVE MORE THAN A MAXIMUM OF TWELVE CONSECUTIVE YEARS AS A CITY ELECTED OFFICIAL AND THAT NO PERSON MAY SERVE MORE THAN TWO CONSECUTIVE FULL TERMS AS MAYOR OR COMMISSIONER WHEREIN THE OFFICES OF MAYOR AND COMMISSIONER WILL BE CONSIDERED SEPARATE OFFICES FOR THE PURPOSE OF SUCH CONSECUTIVE TERM LIMITS?**

YES \_\_\_\_\_

NO \_\_\_\_\_

2. **SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE V, SECTION 4 TO PROVIDE THAT A CANDIDATE WHO QUALIFIES FOR A RUN-OFF ELECTION IS AUTHORIZED TO CONCEDE THE RUN-OFF ELECTION WITHIN 48 HOURS OF THE CERTIFICATION OF THE ELECTION RESULTS THEREBY DOING AWAY WITH THE NEED FOR A RUN-OFF ELECTION AND ALLOWING THE REMAINING CANDIDATE TO BE DULY ELECTED?**

YES \_\_\_\_\_

NO \_\_\_\_\_

3. **SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE III, SECTION 1 TO PROVIDE FOR SINGLE-MEMBER DISTRICT VOTING WHEREIN EACH COMMISSIONER SHALL BE ELECTED BY THE VOTERS RESIDING IN HIS OR HER OWN DISTRICT, AND WILL CONTINUE TO REPRESENT THE ENTIRE CITY AND WITH THE MAYOR CONTINUING TO BE ELECTED BY THE VOTERS OF THE CITY-AT-LARGE?**

YES \_\_\_\_\_

NO \_\_\_\_\_

4. **SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE III, SECTION 5 TO PROVIDE THAT WHEN THE CITY COMMISSION IS REQUIRED TO FILL A VACANCY ON THE COMMISSION BY APPOINTMENT, SUCH APPOINTMENT SHALL BE MADE BY THE REMAINING MEMBERS OF THE COMMISSION NO LATER THAN 24 HOURS PRIOR TO THE OPENING OF THE QUALIFYING PERIOD FOR THE NEXT CITY ELECTION?**

YES \_\_\_\_\_

NO \_\_\_\_\_

Section 3. This resolution is to be forwarded to the Supervisor of Elections for Palm Beach County.

Section 4. This resolution shall take effect immediately upon its adoption.

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

Mayor Betty Resch  
Vice Mayor Herman Robinson  
Commissioner Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the 7<sup>th</sup> day of November, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Financial Services

**TITLE:**

Payments of Fiscal Year 2021 Invoices

**SUMMARY:**

Authorization for payment of outstanding invoices for goods and services provided in Fiscal Year 2021 that were not paid prior to the closure of the accounts for the fiscal year.

**BACKGROUND AND JUSTIFICATION:**

Financial Services Department received invoices for goods and services provided to the City Departments during Fiscal Year 2021. Although the goods and services were approved and provided for in Fiscal Year 2021, the invoices for said goods and services provided by Vendors were not paid prior to Fiscal Year 2021's books being closed. Therefore, the payment for the goods and services requires authorization of the use of Fiscal Year 2022 funds to cover the expenditures.

The item provides for the necessary authorization by the City Commission to utilize Fiscal Year 2022 funds in the amount of \$108,514.58 to cover the expenses incurred and goods and services received in Fiscal Year 2021.

**MOTION:**

Move to approve/disapprove authorization of the use of Fiscal Year 2022 funds to pay for expenditures incurred in Fiscal Year 2021.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Invoice List



**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	108,514.58	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Invoice list contains fiscal impact details.

Department	DATE	Invoice Number	PO # if any	GL Account	Amount	Company Name
Leisure	9/25/2020	8312		001.1020.512.51.11	\$150.00	Phase Nine
Leisure	2/8/2021	8497		001.8061.572.52.25	\$150.00	Phase Nine
Leisure	2/9/2021	8504		001.8061.572.52.25	\$75.00	Phase Nine
Leisure	2/17/2021	8515		001.1020.512.51.11	\$450.00	Phase Nine
Leisure	2/24/2021	8527		001.8061.572.48.00	\$195.00	Phase Nine
Leisure	3/2/2021	8538		001.8062.572.34.50	\$1,148.00	Phase Nine
Leisure	3/2/2021	8540		001-8062-572.34-50	\$1,900.00	Phase Nine
Leisure	3/2/2021	8541		001.8061.572.52.25	\$37.50	Phase Nine
Leisure	3/19/2021	8583		001.8063.572.48.00	\$150.00	Phase Nine
Leisure	3/27/2021	8591		180-9720-572.52-00	\$1.00	Phase Nine
Leisure	4/6/2021	8609		001.8061.572.52.25	\$150.00	Phase Nine
Leisure	4/15/2021	8634		001.8061.572.52.25	\$300.00	Phase Nine
Leisure	4/15/2021	8635		001.8061.572.48.00	\$75.00	Phase Nine
Leisure	4/20/2021	8643		001.8061.572.48.00	\$75.00	Phase Nine
Leisure	4/23/2021	8651		001.8061.572.52.25	\$150.00	Phase Nine
Leisure	5/11/2021	8671		001.8061.572.52.25	\$150.00	Phase Nine
Leisure	5/13/2021	8683		001.8061.572.52.25	\$75.00	Phase Nine
Leisure	5/21/2021	8704		001.8061.572.52.25	\$150.00	Phase Nine
Leisure	8/11/2021	8812		001.8020.571.47.00	\$1,500.00	Phase Nine
Leisure	9/8/2021	8861		001.8063.572.48.00	\$465.00	Phase Nine
Leisure	9/8/2021	8876		001.8061.572.48.00	\$75.00	Phase Nine
Leisure	9/8/2021	8877		001.8061.572.52.25	\$340.00	Phase Nine
Leisure	9/25/2021	8889		001.8061.572.52.25	\$295.00	Phase Nine
Leisure	9/30/2021	8896		001.8063.572.48.00	\$392.50	Phase Nine
Finance	7/31/2020	1689516	183718	001-2030-515.49-90	\$158.07	VRC
Electric	9/14/2021	5076154520	184100	401-6034-531.52-20	\$211.61	Cintas
Electric	9/20/2021	G881831	184108	401-6034-531.31-90	\$450.00	Bob's Barricades
Electric	4/27/2020	118447		401-6010-531-46-10	\$235.00	Farmer & Irwin
Electric	9/30/2021	INV-0007312427	182799	401-6010-531.31-90	\$7,008.00	R.W. Beck-Leidos
IT	8/13/2021	248284	181587	510-1520-519.52-65	\$1,852.20	Central Square-Superion, LLC
IT	7/15/2020	286252	181821	510-1520-519.52-65	\$2,242.03	Central Square-Superion, LLC
IT	1/1/2021	305107	184423	510-1520-519.52-65	\$2,242.03	Central Square-Superion, LLC
IT	3/2/2021	309620	184423	510-1520-519.52-65	\$2,242.02	Central Square-Superion, LLC
IT	8/21/2020	10417864757		510-1520-519.64-15	\$1,495.06	Dell Marketing
Finance	5/28/2021	6110		001-1220-513.34-50	\$2,750.00	Integrity
General/City Attorney	7/31/2021	271	185166	001-1110-514.31-10	\$3,135.00	Law Office of Alexander R Brumfield, III
General/City Attorney	6/30/2021	270	185166	001-1110-514.31-10	\$2,400.00	Law Office of Alexander R Brumfield, III
General/City Attorney	8/30/2021	272	185166	001-1110-514.31-10	\$2,460.00	Law Office of Alexander R Brumfield, III
General/City Attorney	9/30/2021	273	185166	001-1110-514.31-10	\$2,460.00	Law Office of Alexander R Brumfield, III
Finance	9/30/2021	PF-21-270	185436	001-9010-519.34-50	\$1,800.00	Davenport
Finance	6/8/2021	7-396-92287		001-1030-511.41-30	\$7.73	FedEx
Finance	7/31/2020	1689516		001-1030-511.40-10	\$134.92	VRC
Finance	7/31/2020	1689516		001-1310-513.49-10	\$16.67	VRC
Finance	7/31/2020	1689516		001-1220-513.34-50	\$6.48	VRC
Stormwater	9/2/2021	2186807	184409	408-5090-538.34-50	\$1,208.00	Mobile Modular
Stormwater	9/2/2021	2186787	184409	408-5090-538.34-50	\$1,208.00	Mobile Modular
HR	9/7/2021	INV-00536897	184341	520-1332-513.34-50	\$4,465.00	Gallagher Bassett
Leisure	10/8/2021	05124979SEP21	184366	001-8061-572.46.21	\$42.76	Florida Public Utilities
Electric	9/2/2021	7263-PB	183851	401-6034-531.46-71	\$465.00	Lake & Wetland Management
Public Works	5/1/2021	SVC060634	184303	001-5062-519.62.10	\$4,210.00	Wiginton
Public Works	8/31/2021	133877		404-8030-575.46.10	\$195.00	Farmer & Irwin
Public Works	9/8/2021	134022		001-8062-572.46.10	\$425.00	Farmer & Irwin
Public Works	8/26/2021	133699		404-8030-575.46.10	\$255.00	Farmer & Irwin
Electric	8/31/2021	365885		401-6035-531.31.90	\$15,190.00	Traub Lieberman
Electric	9/30/2021	367620		401-6035-531.31.90	\$39,095.00	Traub Lieberman
				Total:	\$108,514.58	

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Agreement with L.M.C.C. Specialty Contractors, Inc. d/b/a Mims Construction Company to provide board and secure services

**SUMMARY:**

This Professional Services Agreement will provide the City with the ability to provide board and secure services which shall include furnishing all labor, material and equipment to board and secure properties located within the City limits on an as needed basis, as requested by the designated City's Code Compliance Division.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to section 2-75.2.2 of the City's Code of Ordinances, it is unlawful for a vacant and unoccupied building of which doors, windows, or other openings are broken or missing, so as to allow access to the interior, or any boarded building which allows access to the interior.

In October 2019, the City of West Palm Beach, Florida, through a competitive section process (City of West Palm Beach (WPB) (ITB No. 18-19-136), awarded a Master Services Agreement for board and secure services to L.M.C.C. Specialty Contractors, Inc. d/b/a Mims Construction Company. The agreement to perform board and secure services is for a three-year term. The City desires to piggy-back the WPB agreement including all pricing, terms and conditions. Funding for future years of this agreement will come back to the Commission as a part each years appropriation.

**MOTION:**

Move to approve/disapprove the professional services agreement with L.M.C.C. Specialty Contractors, Inc. d/b/a Mims Construction Company.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement for Board and Secure Services  
City of West Palm Beach Master Services Agreement



**CONTRACTOR AGREEMENT**  
**For Board and Secure Services**  
**(Utilizing the City of West Palm Beach CONTRACT NO. ITB 18-19-136)**

THIS CONTRACTOR AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **L.M.C.C. Specialty Contractors, Inc. d/b/a Mims Construction Company**, a Florida Corporation, whose business address is 119 South Pinehills Road, Orlando, FL 32811 (“CONTRACTOR”).

**RECITALS**

WHEREAS, the CITY’s Community Sustainability Department is in need of Board & Secure Services;

WHEREAS, on October 24, 2019, the City of West Palm Beach awarded a term contract for Board and Secure Services under Invitation to Bid #18-19-136 to the CONTRACTOR (the “City of West Palm Beach Contract”); and,

WHEREAS, the CITY has requested and the CONTRACTOR along with the City of West Palm Beach has agreed to extend the terms and conditions of the City of West Palm Beach Contract to the CITY for Board and Secure Services; and

WHEREAS, the CITY has reviewed the unit prices from the City of West Palm Beach Contract and determined that the City of West Palm Beach Contract’s unit prices are competitive and will result in the best value to the CITY.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. City of west Palm Beach Contract. The term of this Agreement shall be consistent with the term of the City of West Palm Beach Contract, which is valid until October 23, 2024 unless extended.
3. Fee and Ordering Mechanism.
  - A. For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to be paid the unit prices set forth in the City of West Palm Beach Contract; provided that, the maximum amount to be paid by the CITY to the CONTRACTOR under this Agreement for services rendered during any fiscal year shall **not exceed \$75,000.00** (Seventy-Five Thousand Dollars). Subject to an approved annual appropriation by the CITY’s City Commission, at the beginning of each fiscal year during the term of this Agreement (commencing October 1), the City will issue an annual Purchase Order under this Agreement for the stated maximum not to exceed amount (or such lesser amount appropriated); however, except for the maximum not to exceed amount, the terms and conditions stated in a City Purchase Order shall not apply to this Agreement. CONTRACTOR shall not exceed amounts expressed on any Purchase Order unless approved in writing by an amendment to this Agreement executed by the CONTRACTOR and the CITY.

B. This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CONTRACTOR's proposal shall be submitted to the CITY in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the unit pricing specified in the City of West Palm Beach Contract. Upon receipt of the CONTRACTOR's proposed work order, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. Depending on the lump sum amount of each work order, the work order may be awarded by the Department of Community Sustainability Director (or Assistant Department Director) in an amount not to exceed \$10,000. If a proposed work order is for more than \$10,000, the work order will require the CITY's City Manager's approval (or the CITY's City Commission approval if above \$50,000). If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the work order for the services. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A City-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR (if any).

C. In the event of a conflict, all contractual terms and conditions stated herein and as stated in the City of West Palm Beach Contract shall take precedence over the terms and conditions stated in the CITY issued Work Order. The CONTRACTOR shall not provide any services under this Agreement without a CITY issued Work Order specifically for this purpose, which shall include the applicable services to be provided and the amount the CITY will pay to the CONTRACTOR. The CONTRACTOR shall not perform services which are outside the scope of an issued Work Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Work Order to be paid to the CONTRACTOR. The pricing in each Work Order shall be consistent with the unit pricing set forth in the City of west Palm Beach Contract. Each issued Work Order shall be incorporated into this Agreement and made a part hereof.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:
- a. This Agreement;
  - b. The City of West Palm Beach Contract; and,
  - c. The City issued Work Order.

5. Compensation to CONTRACTOR.

CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

6. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. 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.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. 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.
- F. This Agreement may be executed in one or more counterparts or electronically, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. Either party may digitally sign this Agreement.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. 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.

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

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this 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 service. 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 or designee, 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

K. SCRUTINIZED COMPANIES.

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.
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.

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

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.

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.

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.

L. E-VERIFY.

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

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Board and Secure Services as of 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:

L.M.C.C. SPECIALTY CONTRACTORS,  
INC. D/B/A MIMS CONSTRUCTION  
COMPANY

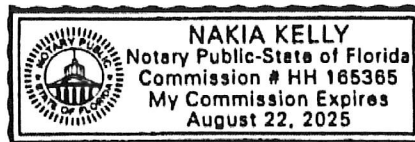
[Corporate Seal]

By: \_\_\_\_\_  
Print Name: Lyndee Mims  
Title: President

STATE OF Florida )  
COUNTY OF Orange )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 24<sup>th</sup> day of October 2021, by Lyndee Mims, as the President [title] of L.M.C.C. Specialty Contractors, Inc. d/b/a Mims Construction Company, a 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.

*N. Kelly*



# MEMO



RECEIVED WEST PALM BEACH  
CITY OF WEST PALM BEACH City Attorney  
MAYOR'S OFFICE  
SEP 15 2021  
401 GLEMATIS STREET  
WEST PALM BEACH FL 33401

To: Keith A. James, Mayor  
From: Farah L. Nerette, Asst. City Attorney II  
Date: September 14, 2021  
Matter No: 24114.002  
Dept: 330 Construction Svcs  
Re: LMCC Specialty Contractors; Amd #1; Board & Secure Svcs.; Fee Increase Hurricane *Rush*

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

RECEIVED

The Mayor is authorized to execute the document in accordance with:

X Procurement Code.

SEP 15 2021

If authorized by the Procurement Code, the procurement method is:

- |  |                                      |  |
|--|--------------------------------------|--|
| <input type="checkbox"/> Small Purchase        | <input type="checkbox"/> Quotes      | <input type="checkbox"/> Single Source |
| X Competitive Solicitation                     | <input type="checkbox"/> Cooperative | <input type="checkbox"/> Sole Source   |
| <input type="checkbox"/> Emergency Procurement | <input type="checkbox"/> Piggyback   | <input type="checkbox"/> _____         |

CITY OF WEST PALM BEACH  
OFFICE OF THE CITY CLERK

Procurement No. 18-19-13

Contract/ CO/ WO Amount: \$ *Fee increase / schedule of values* Est. Expiration Date: October 2024

Applicable EEO Program:  MWBE *N/A* % commitment  Living Wage  
X Small Business (Sheltered)  Local Workforce

To: Office of the City Clerk

Please: Attest to the execution by the Mayor and insert the date.

Estimated Record Retention Review: November 2029

Please retain one original as a public record and forward the other original with a copy of this memo to:

Joyce Mark, Construction Svc.

To: Joyce Mark, Construction Svc.

Please forward the fully-signed original contract to the vendor/contractor. Request W-9 if not provided.

fdo



WEST PALM BEACH

CITY OF WEST PALM BEACH

AMENDMENT NO. 1

Agreement Name: **Master Services Agreement for Board and Secure Services**

Agreement Date: October 24, 2019

Contract No. 24114.002

THIS AMENDMENT No.1 ("Amendment") is entered into by and between the **CITY OF WEST PALM BEACH** ("City") and **L.M.C.C. SPECIALTY CONTRACTORS, INC d/b/a MIMS CONSTRUCTION COMPANY** ("Contractor").

WHEREAS, the City and Contractor entered into a Master Services Agreement for Board and Secure services ("Services") dated October 24, 2019 ("Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Contractor's sole compensation for the Services is based on agreed-upon unit prices set forth in the Agreement; and

WHEREAS, given the recent rise and fluctuation in the costs of lumber in recent months, fixed rates as set forth in the Agreement can no longer be determined ahead of time; and

WHEREAS, the unit prices shown in Exhibit E "Fee Schedule" of the Agreement will no longer apply for purposes of the Services; and

WHEREAS, the City and Contractor desire to amend the Agreement to revise the Rates provision of the Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Rates:** Section 4.1 entitled "Rates" is hereby stricken in its entirety and replaced with the following:

"The City shall pay Contractor, for Services completed satisfactorily. As of the date of the City's execution of this Amendment, the revised rates are set forth in Exhibit E-1, attached hereto and incorporated herein. Any additional or future fee revision shall require approval by the City's Procurement Division and the City Attorney's Office and shall only become effective upon execution of another amendment by City and Provider. The Fee shall be the sole compensation paid to Contractor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses incurred by Contractor."

2. **Insurance.** Contractor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Amendment.

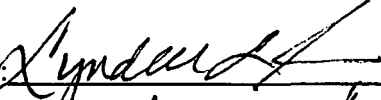
3. **Effect of Amendment.** Except to the extent the Agreement is modified by this Amendment, the terms and provisions of the Agreement, as may be previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement, as may be previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

[Signatures on following page]

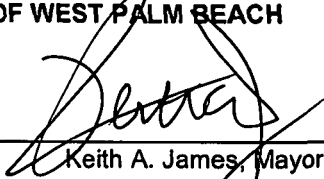
IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment as of the day and year indicated below.

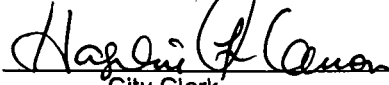
Contractor:

**L.M.C.C. SPECIALTY CONTRACTORS, INC**  
**d/b/a MIMS CONSTRUCTION COMPANY**

By:   
Print Name: Lyndell Mims  
Title: President

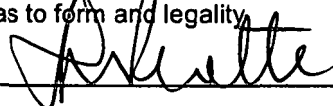
**CITY OF WEST PALM BEACH**

By:   
Keith A. James, Mayor

Attest:   
City Clerk

Dated: 9/15, 2021

CITY ATTORNEY'S OFFICE  
Approved as to form and legality

By: 

# Revised Bid Prices

8/23/2021



Exhibit E-1

WEST PALM BEACH

CITY OF WEST PALM BEACH  
Board and Secure Work Order

Work Order No. \_\_\_\_\_

Contract No. 24114. \_\_\_\_\_

Provider: L.M.C.C. SPECIALTY CONTRACTORS, INC. d/b/a MIMS CONSTRUCTION COMPANY

Property Address: \_\_\_\_\_

Property Control # \_\_\_\_\_

Status of Occupancy: \_\_\_\_\_

City Project Manager: \_\_\_\_\_

Cell Phone # \_\_\_\_\_

Please check the appropriate boxes for the work to be performed:

- 125.<sup>00</sup> Window opening, size 36"W x 48"H \$80.00 per opening
- 100.<sup>00</sup> Window opening, smaller than 36" x 48" H \$61.00 per opening
- 180.<sup>00</sup> Window opening, larger than 36" x 48" H \$98.00 per opening
- 245.<sup>00</sup> Exterior door opening \$125.00 per opening
- 500.<sup>00</sup> Garage opening, 9' W x 7' H (single) \$375.00 per opening
- 1,000<sup>00</sup> Garage opening, 16' W x 7' H (double) \$650.00 per opening
- 130.<sup>00</sup> Single awning type window \$80.00 per opening
- 75.<sup>00</sup> Window A/C cutout \$35.00 per opening
- 250.<sup>00</sup> Double picture window \$130.00 per opening
- 300.<sup>00</sup> Sliding glass door, standard opening \$235.00 per opening
- 5.00<sup>LF</sup> Frame out any window, door, a/c opening, etc. \$3.75 per linear foot
- 7.50<sup>00</sup> Oversized opening not specified above \$6.25 per square foot
- 100.<sup>00</sup> Re-board service where plywood still good \$65.00 per hour, labor only
- ADDITIONAL STRUCTURES \_\_\_\_\_

Other Services requested by City

Describe: \_\_\_\_\_

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Authorize Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501740 for the Lake Osborne Estates Watermain Improvement project

**SUMMARY:**

Amendment 2 reconciles the State Revolving Fund Loan DW501740 project costs and reduces the semi-annual loan payment.

**BACKGROUND AND JUSTIFICATION:**

The City's Water Utility Department has completed the Lake Osborne Estates Watermain Improvement project. To fund this capital improvement, the Utility sought water system revenue financing from the Drinking Water State Revolving Fund. The City was fortunate to receive a loan for this project.

This Amendment finalizes the project loan agreement at \$2,434,449.48 (reduced from \$3,039,881 due to unused funds remaining in the project) as the project has come to an end. This reduces the project's semi-annual loan payment as the project came in below the estimate. The first semi-annual loan payment of \$64,838.93 is due by April 15, 2022.

**MOTION:**

Move to approve/disapprove Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501740 for the Lake Osborne Estates Watermain Improvement project.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Amendment 2

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	\$64,838.93	\$129,677.86	\$129,677.86	\$129,677.86	\$129,677.86
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
<b>Net Fiscal Impact</b>	<b>\$64,838.93</b>	<b>\$129,677.86</b>	<b>\$129,677.86</b>	<b>\$129,677.86</b>	<b>\$129,677.86</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
402-9010-519.71-20	Principal/Debt	N/A	\$2,540,278	\$2,540,278	0	\$64,838.93	\$2,475,439.07



**STATE REVOLVING FUND  
AMENDMENT 2 TO LOAN AGREEMENT DW501740  
CITY OF LAKE WORTH BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LAKE WORTH BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW501740, as amended, authorizing a Loan amount of \$3,034,181, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$603,775. The revised total amount awarded is \$2,430,406.
2. The Loan Service Fee is reduced by \$12,076, and the adjusted total service fee, rounded to the nearest dollar, for this Loan is \$48,608. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$2,430,406.
3. The total amount of the Loan is \$2,483,057.48, which consists of \$2,430,406.00 disbursed to the Project Sponsor, \$4,043.48 of accrued Capitalized Interest and \$48,608.00 of service fee charges.
4. The total amount remaining to repay, which amount accounts for the Department's receipt of 1 Semiannual Loan Payment is \$2,406,498.73, consisting of unpaid principal of the Loan of \$2,357,890.73 and an unpaid service fee charge of \$48,608.00 both at an interest rate of 0.50 percent per annum.
5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$64,838.93. Such payments shall be received by the Department on April 15, 2022 and semiannually thereafter on October 15 and April 15 of each year until all amounts due hereunder have been fully paid.
6. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$2,430,406	140129

7. The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	2,048,690.00
Technical Services During Construction	381,716.00
SUBTOTAL (Total Disbursed)	2,430,406.00
Capitalized Interest	4,043.48
TOTAL (Loan Principal Amount)	2,434,449.48

8. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW501740 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee, and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
**CITY OF LAKE WORTH BEACH**

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

SEAL

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Water Utilities and Public  
Works

**TITLE:**

Notification and filing of Floodplain Management Plan Annual Progress Report from City Manager

**SUMMARY:**

Notice to the City Commission and public of the filing of the 2021 Floodplain Management Plan Annual Progress Report.

**BACKGROUND AND JUSTIFICATION:**

Each year the City provides a progress report on the Floodplain Management Plan as a requirement of the Community Rating System (CRS). The Community Rating System maintains a rating of the City that can provide reduced rates on flood insurance to policyholders.

**MOTION:**

N/A

**ATTACHMENT(S):**

2021 Floodplain Management Plan Annual Progress Report



## City of Lake Worth Beach

### Floodplain Management Plan Annual Progress Report 2021

Date this Report was Prepared: November 17, 2021

Name of Community: City of Lake Worth Beach, Florida

Name of Plan: *Palm Beach County Unified Local Mitigation Strategy 2021 (LMS)*

May 14, 2021

5 Year CRS Expiration Date: March 1, 2026

#### 1. *How can a copy of the original plan or area analysis report be obtained?*

The *Palm Beach County Unified Local Mitigation Strategy*, including the items that pertain specifically to the City of Lake Worth Beach, can be accessed online at the following website:

<http://discover.pbcgov.org/publicsafety/dem/Pages/Publications.aspx>

A copy of this report can be obtained from the City of Lake Worth Building Department at the following address:

1900 Second Avenue North  
Lake Worth, FL 33461  
561-586-1650

2. *Describe how this evaluation report was prepared and how it was submitted to the governing body, released to the media, and made available to the public:*

This evaluation report was prepared by the City of Lake Worth Beach after an evaluation of pertinent projects that have been completed, are currently underway, or are being considered for implementation.

The City has a number of action items that are included in the *Palm Beach County Unified LMS*. Current action items are updated regularly, and new action items are added as deemed appropriate. This report includes a summary of the action items designated for the City of Lake Worth Beach as they currently appear on the LMS and as they are updated by more timely information.

The report will be submitted to the Commission via memorandum from the City Manager. Furthermore, it has been uploaded to the City's website, making it available to the media and the public.

3. *Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:*

The LMS Prioritized Project List (PPL) dated May 14, 2021 contains 73 projects ranked from 1 through 73. The City of Lake Worth has two projects on the 2021 PPL:

Rank Nov 2020	Rank May 2021	Project Description	Status November 2020	Status November 2021
2	1	17 <sup>th</sup> Avenue South Drainage Resiliency Improvements	Project under construction with reduced scope.	Project complete with reduced scope and functioning well
3	---*	18 <sup>th</sup> Avenue North Drainage Resiliency Improvements	Applied for HMGP-Hurricane Irma Funds, but rescinded application. Project released for construction with reduced scope.	Project in construction, nearly completed. Reduced scope
7	---*	Wellesley Dr/Holy Cross Lane Drainage Resiliency Improvements	Applied for HMGP-Hurricane Irma Funds, but rescinded application. Holy cross project completed. Wellesley project released for construction with reduced scope.	Wellesley Dr. Project in construction, nearly complete. Reduced scope.
---	12	South Palm Park Drainage Resiliency Improvements	Identified as a problem area and selecting a design firm	Project design at 60%

**\*Project removed from LMS Prioritized Project List**

4. *Discuss why any objectives were not reached or why implementation is behind schedule:*

Several objectives from this list have not been implemented due to budget constraints and lack of available funding. The City is pursuing grant opportunities and potential loans to fund some of the projects and add additional projects. The projects that are in construction are currently funded and the project in design is pursuing grant opportunities.

5. *What are the recommendations for new projects or revised recommendations?*

Some new projects that have been added to the City's Capital Improvement Program include a new Public Works Complex, Standby Generators at the City's raw water wells and lift station sites, Phase 2 Radio and SCADA upgrades for water and waste water system, 10<sup>th</sup> & 13<sup>th</sup> Ave N Stormwater Upgrades, and Parrot Cove Stormwater Resilience projects.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Public Works

**TITLE:**

Resolution No. 86-2021 – adopting the City Traffic Calming Policy

**SUMMARY:**

A draft Traffic Calming Policy was presented to the Commission and reviewed under “Unfinished Business” at the November 16, 2021 regular meeting. Input given during discussion of that item has been incorporated in the final version being brought forward for adoption.

**BACKGROUND AND JUSTIFICATION:**

The City is in need of a Traffic Calming Policy to address resident and business concerns when vehicular issues within the right-of-way arise. Measures implemented in a calming initiative are intended to reduce the impact of motor vehicles on roadways, residents, and road users.

This Policy shall set forth the orderly process that initiates when a written calming request is received in the Public Works Department and includes identifying the perceived issue, a petition process established on a defined affected area, collection/review of pertinent data, calming measures to resolve the issue should one be found, estimates and fiscal impact of proposed solutions, and a project ranking procedure for prioritization purposes. This policy will provide the foundation for sound roadway analysis to result in the safest environment possible for both vehicular and pedestrian traffic within the City.

**MOTION:**

Move to approve/disapprove Resolution No. 86-2021 adopting a City Traffic Calming Policy.

**ATTACHMENT(S):**

Resolution No. 86-2021  
Traffic Calming Policy



RESOLUTION NO. 86-2021 OF THE CITY OF LAKE WORTH BEACH,  
FLORIDA, ADOPTING A TRAFFIC CALMING POLICY; AND PROVIDING  
FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach is in need of a Traffic Calming Policy and said policy has been deemed necessary by the Public Works Department and City Commission;

WHEREAS, in order to address the vehicular issues that arise within the City right-of-way, City staff created a Traffic Calming Policy which is attached hereto as Exhibit "A";

WHEREAS, the policy is intended to reduce the impact of motor vehicles on roadways, residents, and road users;

WHEREAS, the policy creates a procedure to formally evaluate traffic calming requests including a ranking procedure to establish project priority; and,

WHEREAS, the City finds the Traffic Calming Policy serves a valid public purpose and is in the best interest of the City's health, safety and welfare.

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

**SECTION 1:** The City adopts the Traffic Calming Policy which is attached hereto as Exhibit "A".

**SECTION 2:** This resolution shall take effect immediately upon its passage.

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

Mayor Betty Resch  
Vice Mayor Herman Robinson  
Commissioner Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the 7<sup>th</sup> day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



# **TRAFFIC CALMING POLICY**

**December 2021**





## **CITY OF LAKE WORTH BEACH - TRAFFIC CALMING POLICY**

The scope and purpose of this policy is to establish:

- 1) The objectives and general application of traffic calming within the City of Lake Worth Beach on City owned roadways.
- 2) A predictable annual cycle and orderly process for any request that involves traffic calming funds, regardless of where the request originates, and with clear distinctions between identification of a problem by residents and analysis by Palm Beach County Sheriff's Office traffic monitoring equipment and/or solutions developed by professional consultants/traffic engineers.
- 3) Criteria for the review of traffic calming requests to determine further analysis and validation of significant problems and potential traffic calming measures.
- 4) Procedures to formally evaluate requests, including data collection, traffic calming studies, and neighborhood meetings to select a preferred solution.
- 5) A more equitable ranking procedure, establishing a clear and convincing case to generate a prioritized list of possible traffic calming projects, which can be employed when there are more traffic calming projects proposed than funds available to construct all projects.

This policy neither lists all traffic calming measures, nor attempts to specify which measure would be implemented in certain road or traffic operation scenarios. Proper data shall be utilized by City staff and/or a traffic consultant in certain instances to develop appropriate roadway solutions.

### **A. OBJECTIVES & GENERAL APPLICATION OF TRAFFIC CALMING**

Traffic calming is intended to reduce the impact of motor vehicles on roadways, residents, and road users. In the City of Lake Worth Beach, this means primarily the reduction of motor vehicle speeds. The reduction of motor vehicle traffic volumes on specific roadways is a sensitive issue because of the risk of diverting traffic onto a neighboring road, especially in a City with a traditional roadway grid system. Conversely, some chronic neighborhood traffic problems concern levels of traffic volume on local roadways that some residents may believe is excessive. Typically, a significant portion of the traffic in these cases is considered "through" traffic, because it neither originates from nor is destined to the broader neighborhood. Traffic calming shall be used to reduce the impact of this unwanted traffic.

Collision mitigation might be accomplished by prohibiting the turn movements of a relatively low number of motor vehicles. In these cases, the benefits outweigh other considerations, unless the risk is simply transferred to a neighboring intersection.

### Physical Traffic Calming Measures

There is a considerable range of options for traffic calming from enforcement or traffic signs and pavement markings to construction alternatives including speed humps/tables, traffic circles, raised median islands, and bulb-outs/chokers (roadway narrowing). These construction improvements are referred to as "physical" measures in this policy.

Physical traffic calming measures are categorized in two ways:

- 1) Vertical deflection: raising the road by using speed humps or speed tables; and
- 2) Horizontal shift: moving vehicles off a certain alignment from one side or another (e.g. traffic circles).

Generally, physical traffic calming measures are the most effective form of traffic calming available. The use of these measures requires careful application, so that large vehicles can still navigate where needed. Installation of any new speed humps, speed tables, or platforms would be based on City authority to introduce these measures.

Historically, some physical traffic calming has been installed at the request of the residents when responding to neighborhood concerns about illegal, threatening, or socially disruptive driving or other behavior. Such issues will continue to be considered and evaluated on a case-by-case basis.

The City of Lake Worth Beach's roadway network includes designations such as through, collector (major and residential), and industrial. The following are designated per Chapter 21, Sec. 21-15 of the City's Code of Ordinances:

- 1) Lake Avenue – Through Street (Major Collector)
- 2) Lucerne Avenue – Through Street (Major Collector)
- 3) 1<sup>st</sup> Avenue South (East of the Florida East Coast Railroad) – Collector (Residential)
- 4) 2<sup>nd</sup> Avenue North – Collector (Residential)
- 5) 4<sup>th</sup> Avenue South (West of Dixie Highway) – Collector (Residential)
- 6) 6<sup>th</sup> Avenue South – Through Street (Major Collector)

- 7) 7<sup>th</sup> Avenue North – Collector (Residential)
- 8) 10<sup>th</sup> Avenue North – Through Street (Major Collector)
- 9) 13<sup>th</sup> Avenue North – Collector (Residential)
- 10) Federal Highway – Through Street (Major Collector)
- 11) Boutwell Road – Major Collector
- 12) Detroit Street – Major Collector

\*All other City roads are classified as either Residential or Industrial.

The application of physical traffic measures on through streets is particularly sensitive. Some forms of horizontal shift physical traffic calming can be applied to major roads, but even greater care must be taken when high speeds and/or high traffic volumes are concerned. This helps to ensure road users are not placed in greater risk than by the traffic operation condition being mitigated.

#### Application of Traffic Calming Measures

If the problem submitted in a written traffic calming request to the City's Public Works Department is validated by recent traffic records and subsequent data collection, a traffic calming device may be installed and/or a traffic calming study can be authorized depending on the severity. This traffic calming request should include:

- 1) A description of the project location
- 2) Contact information of the resident/business owner making the request
- 3) The reason for the traffic calming request
- 4) Any supporting documentation

If the request involves an intersection or street portion, neighboring streets and intersections must be considered in view of the traffic calming measures proposed and potential impacts on the immediate neighborhood assessed if a "spill-over" effect is anticipated. In recommending solutions, less costly and restrictive methods of calming should be considered first.

#### B. ANNUAL CYCLE & PROCESS FOR TRAFFIC CALMING REQUESTS

The steps in a traffic calming request/implementation process are as follows:

- 1) Resident/Business Owner submits a written request to the

City's Public Works Department defining a problem in their neighborhood.

- 2) Based on the requested traffic calming location, staff shall define limits of the traffic calming area. Resident/Business Owner collects signatures of support from the staff defined traffic calming area. This petition should include both the resident/property owner's name, street address, and contact email or phone number for verification purposes.
- 3) Should the petition submitted to the Public Works Department meet the proper percentages (please see Section C below), staff utilizes recent traffic records, Palm Beach County Sheriff's Office resources, and other acceptable methods to evaluate the written traffic calming request submitted for consideration. Validation of any significant problems will occur at this step.
- 4) If the request qualifies, staff shall provide a recommendation and/or a traffic calming study can be authorized should funding allow.
- 5) If steps 1-4 have illustrated a need for traffic calming, City staff shall prepare a cost estimate and project priority for review by the City Commission on a biannual basis, who will have final approval or denial of the traffic calming solution.
- 6) If funds are available in the current fiscal year, the project shall be constructed contingent upon on approval. If funds are not available, the project shall be included in the following year's budget.

### **C. CRITERIA FOR REVIEW OF TRAFFIC CALMING REQUESTS**

When written traffic calming requests are submitted to the Public Works Department providing information about observable hazardous conditions and impacts, staff shall review the request along with recent traffic records for the area (collisions, speed, volume) and roadway geometry (lane width, on-street parking, grade, sight distance, driveway locations, etc).

The following criteria are used in the initial staff review of traffic calming requests and validation of significant problems for further analysis and potential implementation:

- 1) Any residential street area; *and*
- 2) To mitigate a documented collision pattern (bike, pedestrian, motor vehicle); *and/or*
- 3) Where the 85th percentile speed profile is greater than 5 mph over the speed limit; *and*
- 4) Where there is a documented problem of a significant or inappropriate number of "through" motor vehicles on the street or

in the neighborhood.

The 85<sup>th</sup> percentile is defined as the speed at or below which 85% of the observed free-flowing vehicles are traveling and is the most common method utilized in determining roadway speed limits. If there is a good safety record, the speed profile (85th percentile) is within 5 mph of the speed limit, and the traffic volume is appropriate for the street, the applicant will be advised that no further action will be taken.

If this request was not previously denied, Public Works staff shall define a petition area for signature collection by the residents/business owners. When the petition is returned by the person requesting the traffic calming and qualifying support is established from 66% of households/businesses within the defined petition area (51% being actual property owners), evaluation procedures shall be initiated as soon as possible. Original traffic calming requests and petitions can be mailed or delivered in person to the Lake Worth Beach Public Works Department located at 1749 3<sup>rd</sup> Avenue South, Lake Worth Beach, FL 33460.

#### D. PROCEDURES TO EVALUATE REQUESTS FOR TRAFFIC CALMING

Data collection is conducted by the Palm Beach County Sheriff's Office and/or a traffic engineering firm related to the type and degree of the problem that was defined in the request. This may include raw speeds, vehicle counts, and field surveys to observe conditions. If the data validates the request as a significant problem, staff will define the traffic calming area and provide recommendations and/or a traffic calming study can be authorized.

A cost estimate can then be drafted and presented to the City Commission with a recommendation to utilize current or future funds. Should there be multiple traffic calming requests, project priority must be established (please see Section E).

#### E. RANKING PROCEDURE & PRIORITIZING TRAFFIC CALMING PROJECTS

A ranking procedure is applied when the evaluation is completed for potential traffic calming projects. The following point system shall be used to prioritize projects. These projects may include both new requests as well as unfunded items from the prior year (due to limited funds to construct physical traffic calming measures) that still qualify for consideration as significant problems.

##### 1) Traffic Speeds (85th percentile)

10 points for each mile per hour the 85th percentile is above the speed limit plus 5 mph. (e.g., if the speed limit is 25 mph and the 85th percentile is 32 miles = 2 X 10 points = 20 points) [Average 85th percentile of two directions]



2) Safety Rating (Collision History)

- a. 10 points for each reportable motor vehicle-to-motor vehicle collision in the past five years which would have been preventable with traffic calming (e.g., if a collision is caused by a drunk driver, it may not be correctable with traffic calming and therefore may not factor into the rating).
- b. 25 points for each reported pedestrian or bicyclist injury or fatality in the last five years that is considered preventable with traffic calming.

3) Crosswalks and Sidewalks

- a. 25 points for each uncontrolled intersection or mid-block crosswalk.
- b. 25 points if there is no sidewalk on a portion of the street in question.

4) Traffic Volume

1 point for each 100 vehicles of average daily traffic above the following thresholds:

- a. 2-way volume on local streets — above 1,000
- b. 1-way volume on local streets — above 500
- c. 2-way volume on collector / arterial streets — above 2,500
- d. 2-way volume on through streets — above 10,000

5) Bus Stops

15 points for each bus stop area

6) Proximity to Designated Community Facilities (schools, recreation centers, senior &/or community centers, senior multi-family housing, medical clinics, parks, libraries, etc.)

25 points for each of these types of institutions within 500 feet of the road section or intersection in question.

7) Bike Facility

25 points if the proposal is on a road containing bike lanes.

8) Driveways (Conflict Points)

1 point for each driveway.

9) Proximity to Traffic Control Devices (signals, stop signs)

10 points if there are no traffic control devices within 400 feet.

10) Proximity to Existing Physical Traffic Calming Measures (speed humps, circles)

25 points if there are no traffic calming measures within 400 feet in any direction.

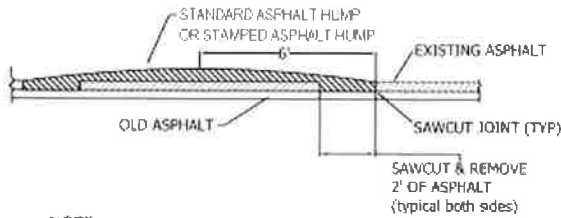
11) Trial of Less-Restrictive, Non-Physical, Corrective Traffic Calming Measures

25 points if other methods have been tested already, and proven to be unsuccessful.

F. THE IMPORTANCE OF TRAFFIC CALMING

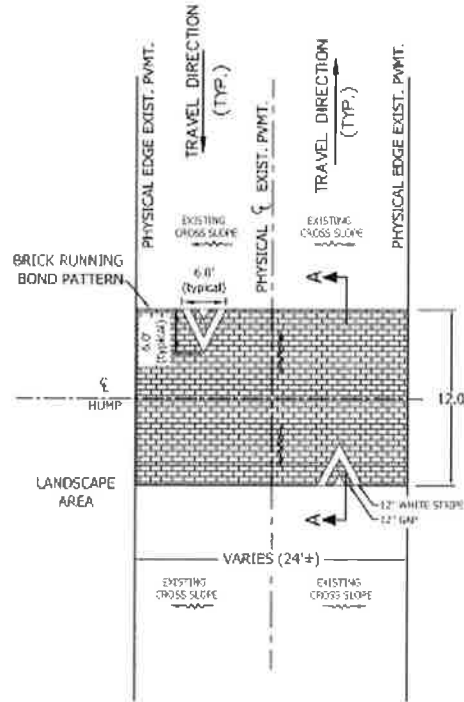
The City of Lake Worth Beach is a vibrant community and places extreme value in the opinions and recommendations of its residents and business owners. The aforementioned process detailed in this traffic calming policy provides the foundation for sound roadway analysis to result in the safest environment possible for both vehicular and pedestrian traffic within the City. Please direct any traffic calming policy questions to the Public Works Department.

**THE FOLLOWING IS LOCATED UNDER THE CONSTRUCTION STANDARDS AND DEVELOPMENT GUIDELINES IN THE PUBLIC WORKS POLICY AND PROCEDURE MANUAL**

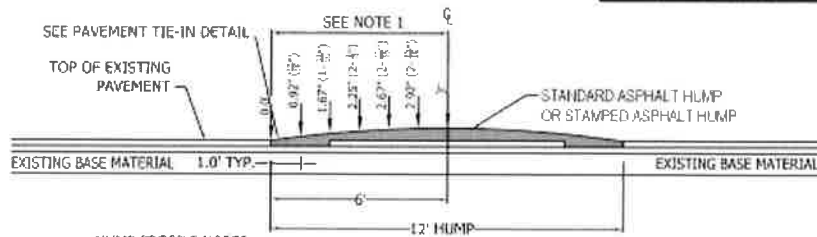


**NOTE:**  
IF EXISTING BASE IS DISTURBED, BASE SHALL BE COMPACTED PRIOR TO PRIME/TACK COAT PLACEMENT.

**PAVEMENT TIE-IN DETAIL**



**STAMPED ASPHALT DETAIL**



**HUMP PROFILE NOTES:**

- 1.) THESE DISTANCES SHOWN ARE DIMENSIONED FROM THE FINISHED EXISTING GRADE.
- 2.) ALL ASPHALT HUMP DIMENSIONS ARE SYMMETRICAL ABOUT CENTERLINE OF HUMP.

**SECTION A-A**

**SECTION A-A NOTES**

1. THESE DISTANCES SHOWN ARE DIMENSIONED FROM EXISTING PAVEMENT.
2. ALL ASPHALT HUMP DIMENSIONS ARE SYMMETRICAL ABOUT CENTERLINE OF HUMP.
3. SAWCUT CLEAN, STRAIGHT EDGE AT FOOTER/ASPHALT INTERFACE.



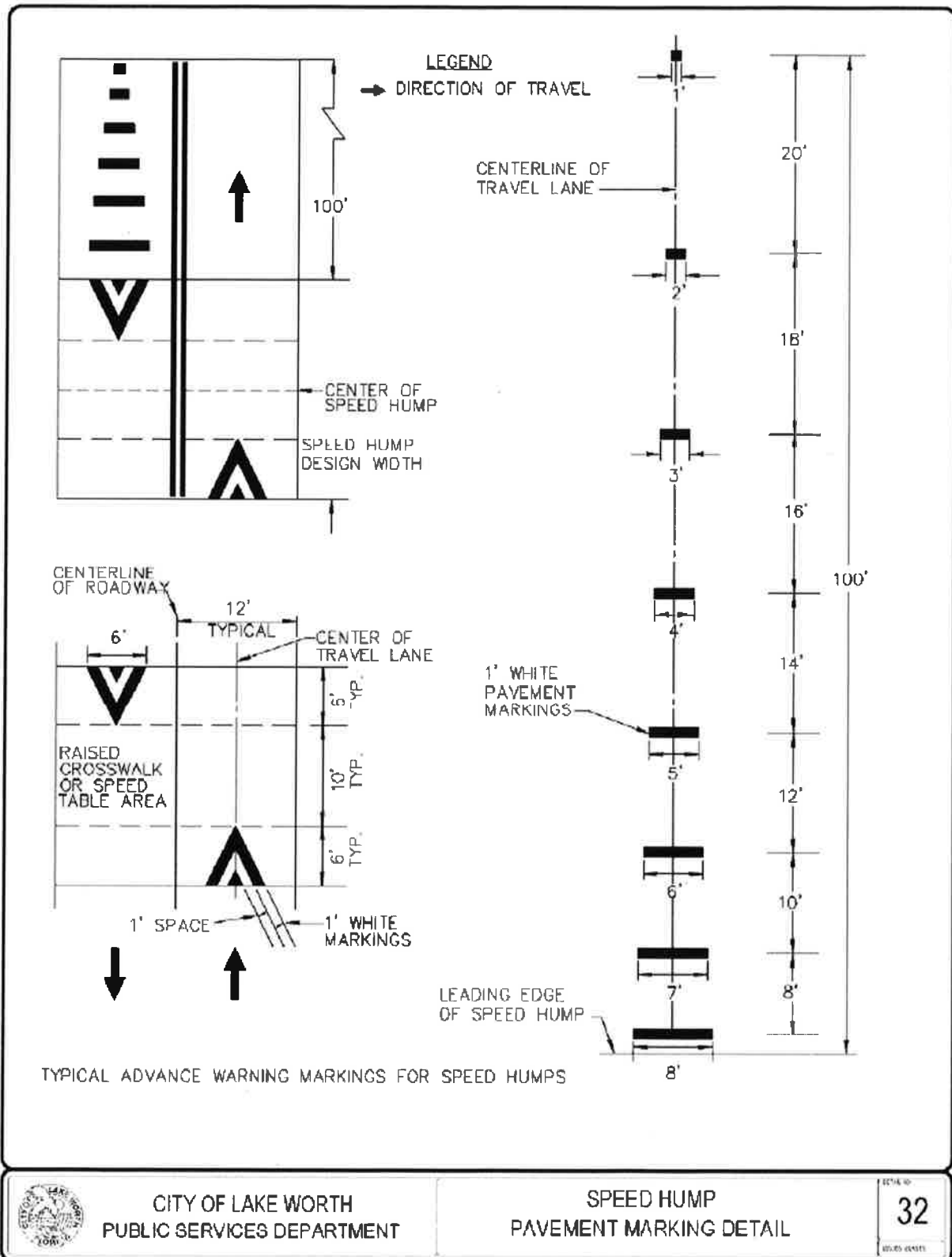
CITY OF LAKE WORTH  
PUBLIC SERVICES DEPARTMENT

ASPHALT SPEED HUMP

31

31

**THE FOLLOWING IS LOCATED UNDER THE CONSTRUCTION STANDARDS AND DEVELOPMENT GUIDELINES IN THE PUBLIC WORKS POLICY AND PROCEDURE MANUAL**



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Human Resources

**TITLE:**

Ratification of Collective Bargaining Agreement between the City of Lake Worth and the International Brotherhood of Electrical Workers Local 359-3 (IBEW)

**SUMMARY:**

After engaging in collective bargaining and reaching tentative agreements on multiple provisions, members of IBEW Local 359-3 ratified the terms to be included in the collective bargaining agreement proposed to be effective October 1, 2021 through September 1, 2024.

**BACKGROUND AND JUSTIFICATION:**

The most recent collective bargaining agreement expired on September 30, 2021. Since that time, the terms and conditions set forth in the expired agreement were “status quo” and the parties have been operating under the prior agreement. The parties engaged in active negotiations and reached tentative agreements on multiple provisions that modify the prior contract. After initial tentative approval, the parties contracted a Memorandum of Understanding (MOU) to clarify the payment terms of the One-Time Signing Incentive. The changes are attached in the Summary of Collectively Bargained Terms.

Staff recommends approval and ratification of the Collective Bargaining Agreement and MOU with IBEW Local 359-3.

**MOTION:**

Move to approve/disapprove the ratification of Collective Bargaining Agreement between the City of Lake Worth and the International Brotherhood of Electrical Workers Local 359-3 (IBEW)

**ATTACHMENT(S):**

Fiscal Impact Analysis

Summary of Collectively Bargained Terms

Collective Bargaining Agreement with IBEW Local 359-3 (“Clean” final)

Collective Bargaining Agreement with IBEW Local 359-3 (“track changes)

IBEW Certification of Ratification by Majority Vote of Members

MOU Agreement with IBEW

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	410,427	178,614	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

	<u>2022</u>	<u>2023</u>
<b>Change in Wages</b>		
Salaries (reflects 3% annual increase)	173,411	178,614
Premium Pay	237,015	
<b>Maximum Salary Range Adjustment</b>		
Lineman	48.37	
Troubleman	50.85	
Line Foreman	50.85	
Substation Foreman	50.85	
Substation Electrician	49.51	
Pre Apprenticeship (1st 6mos)	29.02	
Pre Apprenticeship (2nd 6mos)	31.44	
Apprenticeship Lineman (1st Step)	33.86	
Apprenticeship Lineman (2nd Step)	36.28	
Apprenticeship Lineman (3rd Step)	38.70	
Apprenticeship Lineman (4th Step)	41.11	
Apprenticeship Lineman (5th Step)	43.53	
Apprenticeship Lineman (6th Step)	45.95	
<b>Benefits</b>		
Pension - City match of 5%		
1 extra vacation day incentive for COVID vaccination		
1 extra observed holiday for Juneteenth		
5% increase in pay for temporary Additional Duties		
Paid Administrative Day for storm preparation		
Required CDL licensing paid by the City		
10% increase in pay for 2nd and 3rd shift dispatch duties		
<b>Holidays</b>		
12hrs holiday pay + 1.5x employee pay rate for holiday worked		
12hrs holiday pay at employee pay rate for holiday not worked		

**Comments**

All wages reflect the 3% increase as well as projected tax withholding  
Pension impact is a part of the current actuarial assumptions

**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND IBEW LOCAL 359-3  
10.1.2021-10.1.2024**

Article	Section	Subject	Description	Fiscal Impact
Preamble	1	City Name Change	Incorporates "City of Lake Worth <b>Beach</b> "	N
1	All	General Conditions	Housekeeping- incorporates formatting and verbiage clarification changes	N
	1.01	Bargaining Unit Work	Clarifies IBEW Job Functions being performed only by IBEW employees	N
2	All	Definitions	Housekeeping- incorporates formatting changes and defines Director and Manager Roles	N
3	All	Equal Opportunity	Housekeeping- incorporates formatting and verbiage clarification changes as well as legal updates per statute	N
4	All	Management Rights	Housekeeping- incorporates formatting changes and clarifies Director and Manager Roles in Emergency	N
4	4.05	Personnel Policies	Recognizes 2017 Personnel Handbook	N
4	4.06	Drug Testing	Clarifies CDL requirement for DOT drug testing	N
4	4.07	Alcohol and Substance Abuse Policy	Incorporates current State Law	N
5	All	No Strike	Housekeeping- incorporates formatting changes and clarifies Manager Role in Strike Situation	N
6	All	Filling of Vacancies	Housekeeping- incorporates formatting and verbiage clarification changes	N
7	All	Seniority and Layoff	Housekeeping- incorporates formatting and verbiage clarification changes	N
7	7.1	Additional Duties	Clarifies 5% step-up to only include hours worked in position	Y
8	All	Probationary Period	Housekeeping- incorporates formatting and verbiage clarification changes	N
9	9.01	Attendance	Mandated Admin Days before a storm will count towards overtime	Y



**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND IBEW LOCAL 359-3  
10.1.2021-10.1.2024**

9	9.02	Trouble Department Schedule	Housekeeping- incorporates current Trouble Schedule practices	N
9	9.05	Callback time	Gives Employees 8 hours paid rest time after working certain number of hours as well as overtime if rest time is not received	Y
9	9.05	Callback time	Gives Management a tool to enforce current call-back policies	N
9	9.07	Dispatch Duties of Water Treatment Plant Operators	Gives Water Treatment Operators 10% for extra duties above normal responsibilities	Y
9	9.08	Lineman Summer Schedule	Defines annual change of schedule during summer hours	N
10	10.1	Holidays	Adds Juneteenth to Holiday Schedule, clarifies holiday hours per schedule	Y
10	10.2	Holidays	Clarifies Birthday Holiday verbiage and hours credited per schedule	N
11	All	Charging Leave	Housekeeping- incorporates formatting and verbiage clarification changes	N
12	All	Sick Leave	Housekeeping- incorporates formatting and verbiage clarification changes	N
12	12.07	Payment	Incorporates Cash Balance Language into retirement payout	y
13	All	Leaves of Absence	Housekeeping- incorporates formatting and verbiage clarification changes	N
13	13.01	Bereavement	Allows 90 days to take Bereavement, allows City to require proof if questionable	N
	13.04	Military Leave	Incorporates federal legal language	N
14	All	Grievance Procedure	Housekeeping- incorporates formatting and verbiage clarification changes	N
15	All	Health and Welfare	Housekeeping- incorporates formatting and verbiage clarification changes	N
15	15.02	Meals	Defines meal reimbursement when employee works unscheduled overtime	Y

**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND IBEW LOCAL 359-3  
10.1.2021-10.1.2024**

15	15.03	Covid Incentive	Gives Employee an extra vacation day if proof of vaccination provided 45 days after ratification	Y
15	15.06	Retirement Plans	Incorporates Cash Balance Option to new employees, one-time choice to current employees, and improved benefits to pre-10/1/10 employees (Rule of 80, 10 year vesting, and 2.25% multiplier)	Y
15	15.08	Job Descriptions	Union agrees to work with City on updating outdated job descriptions	N
15	15.1	CDL License Renewal	City agrees to pay for CDL License renewal	Y
16	All	Complete Agreement	Housekeeping- incorporates formatting and verbiage clarification changes	N
17	17.01	Wages	Special adjustments for certain positions, 3/3/3 % increase for 3 years. One-time \$2k signing incentive	Y
17	17.04	Performance Evaluations & Merit Plan	Incorporates MOU Merit Plan Language, allows for Performance Evaluation Implementation	N
17	17.07	State of Emergency	Clarifies Director roles in Emergency Declaration	N

December 7, 2021 – September 30, 2024

***COLLECTIVE BARGAINING AGREEMENT***

BETWEEN

THE CITY OF LAKE WORTH BEACH

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 359-3

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## **PREAMBLE**

This agreement is entered into by the City of Lake Worth Beach, Florida, hereinafter referred to as the "City", and the International Brotherhood of Electrical Workers, Local 359-3, hereinafter referred to as the "Union" for the purpose of promoting harmonious relations between the City and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment as provided by law.

Therefore, the parties mutually and in good faith agree to the following:

## ARTICLE I

### GENERAL CONDITIONS- RECOGNITION AND REPRESENTATION

**Section 1.01. PERC Certification Recognition.** The City recognizes the rights of its employees to organize and to bargain collectively through representatives of their own choosing. The Union is hereby recognized as the exclusive collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for all employees of the City as certified by the Public Employees Relations Commission (PERC) Certification No. 52, dated March 20, 1981, as amended by Orders of December 18, 1984 and August 11, 1994, and any subsequent PERC orders. The City agrees to meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement.

**Section 1.02. Bargaining Unit Work.** No employee who is a member of another bargaining unit certified by PERC will be assigned to perform the job functions of those employees covered by the PERC certification described in this Section. Non-bargaining unit personnel shall not perform any IBEW job functions covered by the PERC Certifications described in this section, except in the event of violation of state or federal law or where there is an immediate threat to the public health, safety, and welfare.

**Section 1.03. No Strikes/Lockouts.** The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, including but not limited to creation of labor management committees to address certain issues as they arise, without interruptions of the services provided. The Union agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by Union members covered by this Agreement. The City agrees that there shall be no lockouts or other concerted refusal to allow the employees to perform work.

**Section 1.04. Term.** This Agreement shall become effective after a majority of those bargaining unit members voting on the question of ratification and after ratification by the City Commission on behalf of the City. This Agreement shall remain in effect through September 30, 2024.

#### **Section 1.05. Amendments**

(A) Negotiations for the period after the three (3) year term of this agreement may be initiated by either party by providing written notice at least ninety (90) days prior to the expiration date, September 30, 2024. Such notice shall identify the articles the party seeks to reopen.

(B) Unless otherwise specified herein, the existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes of the specific terms of this Agreement.

(C) The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of both parties.

(D) Failure to provide written notice of intention to negotiate, as set forth in paragraph (A) herein, will automatically extend the provisions and terms of this agreement for a period of ninety (90) days. Failure to request bargaining within that second ninety (90) day period shall extend the agreement for an additional ninety (90) days. Failure to request bargaining within the third ninety (90) day period

shall extend the agreement for an additional one hundred and eighty (180) days.

(E) The City will provide a copy of the current Agreement to all Bargaining unit employees. The Collective Bargaining Agreement will be available on the City's website. The City will be responsible for updating the contract on the website as necessary.

## ARTICLE II

### DEFINITION OF TERMS

#### Section 2.01. Definitions

(A) Employee: The term "employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining unit. All references to employees in the Agreement designate both sexes, and whenever a gender is used, it shall be construed to include all genders and gender identities.

(B) City: City of Lake Worth Beach, State of Florida, its administrative-representative(s) or agent(s).

(C) Electric Utilities Director: The Director of the Electric Utilities Department, or a designated representative.

(D) Water Utilities Director: the Director of the Water Utilities Department or a designated representative.

(E) Business Manager: That person elected to represent the members of Local Union

(F) PERC: The Florida Public Employees Relations Commission.

(G) Management: The term "management" as used in this Agreement shall refer to the City Manager, Department Directors, Assistant Department Directors, Division Managers and Assistant Division Managers, and any other persons designated by the Electric Utilities Director or the Water Utilities Director.

(H) Public Employees Relations Act (PERA): Florida Statutes, 447, Part II, Chapter 74-100.

(I) Probationary Employee: A regular full-time employee serving a probationary period prior to final appointment in that position.

(J) Probationary Period: A six month period of time during which the City will evaluate an employee's performance and ability and decide whether or not the employee is to be retained.

(K) Union: International Brotherhood of Electrical Workers, Local Union 359-3.

(L) Work Week: Five (5) consecutive days, forty (40) hours per week.

(M) Doctor's Certificate: A physician's statement attesting to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

(N) Anniversary Date: The date an employee begins employment and the same date in following years. It is also the date from which vacation and sick leave is computed. This date changes if

an employee is in a non-pay status for a period of thirty (30) days or more, and then the anniversary date is deferred by an equivalent amount.

(O) Immediate Family: includes spouse, children, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, Aunt, Uncle, Brother-in-law, Sister-in-law, Grandparents of Spouse, legal guardian, domestic partner, and sole dependent residing in the same household as allowed by the Internal Revenue Service.

(P) Insubordination: The refusal on the part of an employee to submit to the authority vested in management.

## ARTICLE III

### EQUAL OPPORTUNITY AND NON-DISCRIMINATION

**Section 3.01.** The City and the Union agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without regard to race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status, veteran or military status, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law.

**Section 3.02.** The Union will not discriminate with regard to representation of its bargaining unit members, or with regard to terms and conditions of membership because of race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status, veteran or military status, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law.

**Section 3.03.** The right of employees to belong to, participate in or refrain from belonging to the Union shall not be prohibited, abridged or interfered with, by the City. In addition, the City agrees that there shall be no discrimination against any employee because of their membership or nonmembership in the Union.

**Section 3.04. Bulletin Boards:** The City will permit the Union to use space on bulletin boards so designated in the various divisions where members of the Union are employed. This bulletin board space shall be used for posting authorized Union notices, but restricted to the following:

- (A) Notices of Union recreational and social affairs.
- (B) Notices of Union elections and results of such elections.
- (C) Notices of Union appointments.
- (D) Notices of Union meetings.
- (E) Notices of educational materials supplied by the Union.

A copy of any material(s) to be posted on the bulletin board, as specified above, shall be supplied to the office of the Electric Utilities Director and Water Utilities Director at the time of such posting. All notices shall be signed by the Business Manager of the Union or an authorized officer so designated in writing by the Union to the Electric Utilities Director and Water Utilities Director.

**Section 3.05. Use of City Property:** Employees shall use City property, equipment, tools and vehicles in a safe and prudent manner, following all safety regulations. Employees shall not use City property, equipment or vehicles except in the performance of their official duty, nor permit use by an unauthorized person.

**Section 3.06. City Identification.** No employee whose duties involve the use of a badge, card, clothing insignia, or clothing (including work boots) as evidence of authority or for identification purposes shall permit such badges, cards, insignias or clothing (including work boots) to be used or worn by anyone who is not authorized to use or wear same. If the City provides such badges, cards, insignias, or clothing (which must be OSHA-compliant), they shall be worn during any period for which the employee is working, and used only in the performance of the employee's official duties.

## ARTICLE IV

### MANAGEMENT RIGHTS

**Section 4.01.** The Union recognizes that the City has and will continue to retain whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated, or modified by the expressed provision of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include but not be limited to the following:

- (A) To manage and direct the employees of the City.
- (B) To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
- (C) To suspend, demote, discharge, or take other disciplinary action against employees for proper cause.
- (D) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (E) To maintain the efficiency of the operations of the City.
- (F) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (G) To determine the organization of the City.
- (H) To determine the number of employees to be employed by the City.
- (I) To determine the number, types and grades of positions of employees assigned to an organizational unit, division or special project.

**Section 4.02.** Delivery of services in the most efficient, effective and courteous manner is of paramount importance to the City. Accordingly, the Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

**Section 4.03.** The City agrees that quarterly meetings, mutually agreed upon between IBEW (Union) representatives and the Labor Relations Officer will be held to discuss problems and objectives of mutual concern involving the implementation and administration of the Labor Agreement. The committee shall consist of two (2) members designated by the Union and two (2) members designated by the City. The Union shall be represented by members of the IBEW Collective Bargaining Unit (CBU). The City (Employer) shall be represented by two (2) employees that are not members of a bargaining unit. The Employer membership shall consist of the City Manager or designee and one (1) other employee not within any Bargaining Unit to be selected by the City Manager. The Labor Management committee shall meet to discuss: a) improvements in systems, procedures and equipment; b) ideas for improvement of methods of personnel training, development, selection and promotion; c) problems and objectives of mutual concern, including those related to employee relations and administration of this agreement; d) other matters of mutual concern.

**Section 4.04. Emergency Suspension of CBA.** If civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Electric Utilities Director or designee (for the Electric Utility) or the Water Utilities Director or designee (for the Water Utility) during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 4.05. Personnel Policies.** In order to assure uniformity of treatment of all employees of the City, including those covered by this agreement, all provisions not addressed in this agreement shall be governed by the City’s Employee Personnel Policies Handbook dated April 4, 2017. Any proposed changes to the “Handbook” that affect the bargaining unit members will be sent to the union representatives.

**Section 4.06. Drug Testing.** The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation for DOT-covered CDL drivers of commercial motor vehicles.

**Section 4.07. Alcohol and Substance Abuse Policy**

The City is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job; reports to work under the influence of drugs or alcohol; possesses, distributes, or sells drugs in the workplace; or abuses alcohol on the job. Therefore, the City has established the following policy:

(A) Policy

1. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job;
2. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol;
3. It is a violation of this policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications);
4. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace;
5. It is a condition of employment to abide by the Drug-Free Workplace Policy;
6. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individual privacy with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the City.

(B) Authority for Drug & Alcohol Testing

The City has implemented this policy in accordance with the program requirements outlined in Florida Statute § 440.102.

(C) Definitions

1. *Drug*: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating



liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

2. *Drug Test or Test*: any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

3. *Initial Drug Test*: a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective forum.

4. *Job Applicant*: a person who has applied for a special-risk or mandatory testing position with the City and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test.

5. *Mandatory Testing Position*: a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute § 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

6. *Medical Review Officer or MRO*: a licensed physician, employed with or contracted with the City, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

7. *Prescription or Nonprescription Medication*: a drug or medication obtained pursuant to a prescription as defined by Florida Statute § 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

8. *Special-Risk Position*: a position that is required to be filled by a person who is certified under Chapter 633 or 943 of the Florida Statutes.

(D) Types of Testing Required

1. *Job Applicant Drug Testing*: Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test, shall be used as a basis for declining to offer employment to the applicant.

2. *Reasonable Suspicion Drug & Alcohol Testing*: Employees will be tested following any observed behavior creating "reasonable suspicion." These behaviors may include the following:

- a. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol;
- b. Abnormal behavior while at work or a significant deterioration in work performance;
- c. A report of drug use, provided by a reliable and credible source;
- d. Evidence that an individual has tampered with a drug test while working for the City;
- e. Information that an employee has caused, contributed to, or been involved in, an accident while at work;

- f. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the City's premises or while operating the City's vehicles, machinery, or equipment; and
- g. Post-accident in City-owned vehicles.

If a determination is made that an employee is to be tested pursuant to a determination of reasonable suspicion, the employee will be placed on paid administrative leave until the results of the drug and/or alcohol test is completed and results conveyed to the employer.

3. *Follow-Up Testing*: If the City requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the City is not required by law to conduct follow-up testing, but may do so in its discretion.

4. *Routine Fitness-For-Duty Testing*: Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.

5. *Random Testing of Mandatory Testing and Special Risk Positions*: employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

#### (E) Confidentiality

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug-Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The City, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the affected individual in accordance with Florida's Drug-Free Workplace Act and other applicable laws or regulations. All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws.

After the employee signs a voluntary waiver/release the appropriate designated union representative shall be notified within twenty-four (24) hours that the results of the blood/alcohol test and the second verification sample are finalized.

#### (F) Drugs to Be Tested

The City will test for the following drugs: ALCOHOL, AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, OPIATES, PHENCYCLIDINE (PCP), METHAQUALONE, BARBITURATES, BENZODIAZEPINES, METHADONE AND PROPOXYPHENE.

#### (G) Testing Location

The City only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services. You may be tested at the following laboratory:

Please see the Human Resources Department for testing location(s). Or a facility designated by the City.

Please see the Human Resources Department for additional information.

#### (H) Testing Procedures

Employees or job applicants may confidentially report the legitimate use of prescription or nonprescription medications both before and after being tested to the testing laboratory and the Medical Review Officer.

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

#### (I) Challenging Results

Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the City explaining or contesting the test result, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the City, the employee will be notified by the City in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory. Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant to Florida's Drug-Free Workplace Act. Employees are solely responsible for all costs associated with any challenge.

#### (J) Consequences of Positive Confirmed Test Result

Job applicants receiving a positive confirmed test result shall not be hired. Any employee receiving a positive confirmed test result for the first time shall be subject to a maximum suspension of two (2) days and shall be referred to an appropriate Employee Assistance Program and must remain in the substance/alcohol program for the prescribed duration at the employee's sole expense, but may use accrued leave to cover absences associated with such treatment. The employee will be placed on unpaid leave when the accrued leave balances are exhausted. The employee may return to work upon successful completion of the program or upon release to work by the clinical program director, whichever occurs first. If the employee fails to timely enter into or complete the treatment program, or fails or cannot be rehabilitated, the employee will be terminated for employment.

If a non-probationary employee subsequently tests positive for alcohol or drugs prohibited by this policy, the employee shall be terminated from employment.

Additionally, an employee receiving a positive confirmed test result may lose his or her right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

The City may also discipline the employee for the consequences of their alcohol/substance abuse (e.g. absenteeism) even on a first offense.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his or her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

#### (K) Consequences of Conviction for Violation of Criminal Drug Statute Occurring In the Workplace

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than 5 (five) calendar days after such conviction. Within 30 calendar days of receiving such notice from a convicted employee, the City shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;
- Require the employee to participate satisfactorily in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(L) Consequences of Refusing To Submit To Drug/Alcohol Testing

An employee who refuses to submit to drug testing shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within 2 (two) hours of being directed to report by the City. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- Failed to remain at the testing site until the testing process is complete;
- Failed to provide a urine specimen for any drug test, or failure to provide a blood specimen for alcohol testing;
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen;
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failed or declined to take a second test that the City or collector has directed the employee to take;
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the City;
- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an accident or to allow the City access to medical records containing the results of such tests, or attempted to block the release of such specimens or medical records;
- Failed to cooperate with any part of the testing process (e.g., refused to empty pockets when so directed by the collector, behaved in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

(M) Medications That May Alter or Affect the Drug Test

Some common medications may alter or affect a test result. They are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive.

**ALCOHOL** All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

**AMPHETAMINES** Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

CANNABINOIDS Marinol (Dronabinol, THC).  
COCAINE Cocaine HCl topical solution (Roxanne).

PHENCYCLIDINE Not legal by prescription.

METHAQUALONE Not legal by prescription.

OPIATES Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

BARBITURATES Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.

BENZODIAZEPINES Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE Dolophine, Metadose.

PROPOXYPHENE Darvocet, Darvon N, Dolene.

(N) Employee Assistance Programs

- Narcotics Anonymous Help-line: 561-848-6262
- Drug Abuse Foundation of Palm Beach County: 561-278-0000
- Palm Beach AI-Anon/AI-a-Teen Information Service: 561-882-0308
- Alcoholics Anonymous (Palm Beach County): 561-655-5700
- Comprehensive Alcoholism Rehabilitation Program: 561-844-6400
- City's Employee Assistance Program: Please see the Human Resources Department.

The City does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

(O) Voluntary Assistance Program

On one occasion prior to being directed to submit to a drug or alcohol test, employees who voluntarily seek help for an alcohol or substance abuse problem will be given whatever assistance possible in being placed in an alcohol substance abuse program approved by the City and the Union until the approved program administrator is able to state that the employee has been successfully rehabilitated. This one opportunity to receive voluntary assistance shall not constitute the first drug/alcohol event for the purpose of discipline. The City will not pay for this program. However, the employee may elect to utilize their EAP and insurance benefits. While in the program, the employee may use accrued and unused sick leave, vacation time, LWOP, or other leave as authorized by law including FMLA if eligible, if it is necessary to take time off. The employee will also be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee for work, whichever occurs first, but with no loss of status consistent with City policy.

(P) Grieving Reasonable Suspicion. If an employee covered by this Agreement disputes the certification of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test as ordered by the City, while simultaneously filing a grievance over the order. Such grievance may be immediately processed and arbitrated under the expedited arbitration rules of the Federal Mediation and Consolidation Service. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen or the results shall not be acted upon.

(Q) Any results of positive testing, which are later refuted, shall have affixed thereto the subsequent refutation.

## ARTICLE V

### NO STRIKE PROVISION

**Section 5.01.** The Union agrees not to engage in a strike, work stoppage, slowdown or other forms of interference with the operation of the City.

**Section 5.02.** Any employee who participates in or promotes a strike, work stoppage, or other form of interference with the operation and mission of the City's Electric or Water Utilities Departments shall be subject to discipline including those forms of discipline prescribed by law.

**Section 5.03.** In the event of a strike, work stoppage or interference as defined presently in the Public Employees Relations Act, Section 447.203(6), with the operation and accomplishment of the mission of the City Manager, the President of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the City Manager within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

**Section 5.04.** Failure to abide by the terms set forth in this Article may cause the city to seek appropriate judicial and administrative relief.

**Section 5.05.** The City agrees not to lock out the employees during the term of this Agreement.

## ARTICLE VI

### FILLING OF VACANCIES

**Section 6.01. Considerations.** In the filling of any jobs, vacancies and making promotions, full consideration will be given, but not be limited to the following: ability, qualifications, evaluations, classification and service seniority and tests as deemed applicable by the City for the existing vacancy.

**Section 6.02. Temporary Transfers.**

(A) A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one division to another. The employee shall retain the same status in the new position that he/she had in the previous position. The duration of a transfer shall be dependent upon the operating needs of the City.

(B) An employee who is temporarily transferred shall receive the maximum pay rate of the job, if such rate is higher. When the pay rate is lower the employee shall receive the pay the employee had before the transfer.

**Section 6.03. Permanent Transfers.**

(A) A regular full-time employee may be transferred to meet the needs of the service, and may require the employee to move from one division to another. In addition, an employee upon request and acceptance of the appropriate Division Manager(s) and the Director, may be transferred from the current position to any other for which the employee is qualified. The employee shall retain the same seniority in the new position that the employee had in the previous position.

(B) An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.

**Section 6.04. Intra-Divisional Transfers.** The Electric Utilities Director or Water Utilities Director may, at any time, transfer any employee under their applicable jurisdiction from one position to another in the same pay class in the same division. An intra-divisional transfer of an employee to a position of another pay class shall be made only with the approval of the applicable Director.

**Section 6.05.** All transfers covered by this Agreement will be made without loss of seniority.

**Section 6.06. Promotions.** Vacancies in positions above the lowest rank in any category will be filled as far as practical, within EEOC guidelines, by the promotions of employees in the City's service.

**Section 6.07. Job Posting.** Vacancies for positions within the bargaining unit shall be posted for a period of ten (10) business days, excluding weekends and holidays, on the bulletin board space provided to the Union.

**Section 6.08. Reinstatements.** Reinstated employees are considered new employees for purposes of vacation, leave, salary increases, and seniority.



**Section 6.09. Appointment Above Minimum.** An appointment to a position in the Electric Utilities Department or Water Utilities Department at above the minimum of the pay grade applicable to the job title shall be made only with the approval of the applicable Director.

## ARTICLE VII

### SENIORITY, LAYOFF, AND ADDITIONAL DUTIES IN HIGHER CLASSIFICATION

**Section 7.01. Defined.** Seniority shall be defined in the following manner:

(A) Seniority - The total length of continuous employment with the City in the Electric Utilities Department or Water Utilities Department.

(B) Employees promoted into management and subsequently returning to a position in the bargaining unit will return with zero seniority upon their return. Seniority will accumulate upon the employee's return date.

**Section 7.02. Loss of Seniority.** Employees shall lose their seniority as a result of the following:

(A) Termination

(B) Retirement; except those employees in the Deferred Retirement

(C) Voluntary Resignation

(D) Layoff exceeding one (1) year

(E) Failure to report to the Utilities Director intention of returning to work, within ten (10) calendar days of receipt of recall, as verified by certified mail, return receipt.

(F) Failure to report from military leave within the time limits prescribed by law.

**Section 7.03. Order of Layoff.** The City will determine the classification and numbers of the employees to be laid off. When the layoff occurs, the probationary employees shall be laid off first, then regular full time employees, in the inverse order of their seniority at the time of the layoff. Newly hired probationary employees shall have no recall rights, whereas newly promoted or transferred probationary employees may have recall rights as set forth in this section.

(A) All layoffs, demotions or adjustment resulting therefrom shall be made in the inverse order of seniority, in the respective divisions covered by this Agreement. Any employee who is displaced from a job as a result of a reduction in forces by the Utilities Department will be entitled to roll into any jobs for which the employee has seniority and qualifications.

(B) No full-time employee shall be laid off while another person in a position is employed on a probationary, part-time or temporary basis in the same classification.

**Section 7.04. Same Seniority Tie Breaker.** In the event that two or more employees affected have the same exact amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.

**Section 7.05. Recall Rights.** Regular full-time employees on layoff status will retain recall rights for

one (1) year.

Recall will be made by certified mail to the last known address in the employee's personnel record.

**Section 7.06. Procedure for Accepting Recall Position.** Within ten (10) calendar days of the certified receipt date, laid off employees must signify in writing their intention of returning to work to the Human Resources Director's office. Failure to respond to this notice within the prescribed time limit previously stated above shall constitute a voluntary resignation by the employee.

**Section 7.07. Rehire Process on Recall.** Recall will be offered to laid off employees, other than those employees who are on probationary status at the time of the layoff, provided they are physically qualified and able to perform all of the duties of the job. After a job offer, the City reserves the right to require the laid off employee to submit to a physical, consistent with City policy for new hires, prior to resuming employment.

**Section 7.08. Recall Order.** When employees are recalled from layoff, the employee with the greatest seniority shall be recalled first. Example: When one employee has more service seniority time the employee shall retain that job if a layoff should occur. The individual with less seniority time shall have the opportunity to roll back into any job which was successfully held previously if the employee meets the qualifications as per the job description. The employee's service seniority time shall have to be greater than the employee who now holds that position.

**Section 7.09. Replacements and Advancements.** When ability and qualifications are relatively equal, as determined by the City, seniority rights shall govern replacements and advancements for all employees covered by this Agreement. A job classification shall be deemed to be "higher" when it carries a higher scheduled maximum. The term "promotion" shall mean advancement to a higher job classification.

**Section 7.10. Additional Duties.**

When an employee is assigned duties above his classification during vacations, anticipated long illnesses, or is temporarily transferred to a higher classification, the employee selected shall be determined by the provisions of Section 7.09 above. Except for employees filling the position of Foreman, Troubleman, or equivalent, after working in the temporary position or assignment the employee shall receive an increase in pay equal to the greater of 5% of the employees' current rate of pay or the bottom pay rate of the position to which the employee is filling for all hours actively worked during the period of the temporary assignment.

When an employee is required to perform additional duties that are not in a higher classification and when the employee is not temporarily transferred to a higher classification, the employee selected shall be determined by the provisions of Section 7.09 above. Except for employees filling the position of Foreman, Troubleman, or equivalent, the employee shall receive an increase in pay equal to 5% of the employee's current rate of pay for all hours actively worked while performing the additional duties.

**Section 7.11. Death.** All compensation and benefits due to the employee as of the employee's death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by properly executed forms in the employee's personnel folder.



## ARTICLE VIII

### PROBATIONARY PERIOD

**Section 8.01. Purpose.** The probationary or "working test" period is used to observe the new employee's work, to secure the most effective adjustment of a new employee to the position and to reject any employees whose performance does not meet the required work standards.

**Section 8.02. Duration**

(A) The initial probationary period shall be for a term of six (6) months from the first day of work. However, with the approval of the applicable Director the probationary period may be extended by one three (3) month period.

(B) The probationary period for promotions shall be six (6) months from the first day of work in the position to which the employee was promoted. However, with the approval of the applicable Director the probationary period may be extended by one three (3) month period.

(C) When the employee successfully completes the initial probationary period as determined by the Division Manager and the applicable Director, the employee will be placed on regular full time status.

(D) A probationary employee is neither required to join, nor prohibited from joining the Union.

(E) The City will notify the Union Chairman or designee when a probation extension occurs to explain reason and plan of action for the employee.

**Section 8.03. Evaluation of Performance.** During the probationary period the Division Manager or his designee shall request a report of the Supervisor's observation of the probationary employee's work and a judgment as to the employee's willingness and ability to perform the job duties satisfactorily. This provision shall not preclude an employee within the bargaining unit evaluating the performance of a subordinate within the bargaining unit.

**Section 8.04. Dismissal during Initial Probation.** If an initial probationary employee has been found to be unqualified to perform, or will not properly perform the duties of the position, the employee may be dismissed by the Division Manager or Designee. Such dismissal shall not be subject to the grievance procedure.

**ARTICLE IX**  
**ATTENDANCE**

**Section 9.01. Basic Work Week**

(A) The basic work week shall be five (5) consecutive days, forty (40) hours per week except as otherwise agreed by the applicable Director and the Business Manager.

(B) Lunch times shall be scheduled at the discretion of the Division Manager.

(C) When an employee's schedule is changed, notice of one (1) week will be given whenever possible. In cases of emergency, the notice may be waived.

(D) Schedule changes shall be based on the most qualified and senior employee. This paragraph shall not apply to schedule changes for training purposes.

(E) Employees working during time changes from Eastern Standard Time to Daylight Savings Time or Daylight Savings Time to Eastern Standard Time shall be paid only for time worked.

**Section 9.02. Trouble Department Schedule**

The Troublemans schedule provides twelve (12) hour shifts for seven days from 6:00 a.m. until 6:00 p.m. and from 6:00 p.m. until 6:00 a.m. This schedule contemplates one four-day work week and one three-day work week of twelve (12)-hour shifts each day.

This schedule permits overtime to be paid for all hours worked over thirty six (36) hours per week in a three (3) day workweek and forty-four (48) hours per week in a four (4) day work week.

This schedule follows the same Rest Period provision in Article IX, Attendance, Section 9.05 Callback time, except callback is based upon twelve (12) hours' notice instead of sixteen (16) hours' notice.

Generally, Troublemans are scheduled in the manner below:

WEEK NO 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Troubleman 1	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00	OFF	OFF	OFF
Troubleman 2	OFF	OFF	OFF	OFF	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00
Troubleman 3	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00	OFF	OFF	OFF	OFF
Troubleman 4	OFF	OFF	OFF	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00

WEEK NO 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Troubleman 1	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00	OFF	OFF	OFF	OFF
Troubleman 2	OFF	OFF	OFF	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00
Troubleman 3	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00	OFF	OFF	OFF
Troubleman 4	OFF	OFF	OFF	OFF	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00

**Section 9.03. Shift Work/Shift Differential**

Effective on the first full pay period following ratification by both parties, the following shift work/shift differentials shall apply:

- (A) Second shift employees shall receive an additional one-dollar (\$1.00) per hour differential in pay.
- (B) Third shift employees shall receive an additional one-dollar and twenty-five cents (\$1.25) per hour of differential in pay.
- (C) Night Troublemens will receive an additional one-dollar and twenty-five cents (\$1.25) per hour of differential pay in lieu of the differential pay provided in Section 9.03, (A) or (B), above.

**Section 9.04. Overtime.** Overtime will be paid for all hours worked in excess of forty (40) hours in a work week.

- (A) Overtime will be authorized or directed only when it is in the interest of the City.
- (B) All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime. An employee working overtime shall be paid at the overtime rate of one and one-half (1 ½) times the employee's straight time rate of pay.
- (C) For purposes of overtime computation, holidays, vacation, sick leave, jury duty or unpaid union business leave shall be considered as time worked. If an employee is required to work on the next calendar day after return from military leave, and that day would ordinarily have been a scheduled day-off for the employee, then the employee shall be compensated at one and one-half (1 ½) times the employee's base hourly rate for all hours actually worked on that day.

Paid Administrative Days are generally not considered time worked for purpose of computing overtime. However, due to an imminent threat of an approaching hurricane, where the City Manager authorizes all or some employees to leave their normally scheduled shift or workday as a Paid Administrative Day to prepare for the storm, the Paid Administrative Day only in that circumstance shall count toward hours worked for the purpose of computing overtime for that workweek.

(D) Employees shall work overtime when assigned by the Division Manager or designee. Once the appropriate individual has authorized overtime, assignment of such overtime shall follow the Distribution of Overtime agreement attached as Attachment B, which is incorporated by reference. It is the intent of the parties that, in any conflict between provisions of Attachment B and of the main body of this collective bargaining agreement, the interpretation that favors the language of the main body of the collective bargaining agreement shall prevail.

(E) In the event any employee is assigned to work approved overtime, the employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

(F) An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit, in writing, a request to the Division Manager or designee who will have sole discretion. The written request, if approved, shall remain in effect for the time specified in the request.

(G) At the time overtime work is required and necessary, the work shall be performed by employees who have not requested, in writing, to be excused from such assignment. In the event overtime work is required and the Department cannot schedule the required number of employees, then those employees who have approved requests on file excusing them from overtime work shall be assigned and required to work such overtime.

**Section 9.05. Callback time.**

(A) Employees called back to work after they have left the worksite will receive a minimum of three (3) hours' pay at time and one half (1 ½ ) times of their base rate. Subsequent calls back that occur within three hours from the initial call back shall not trigger additional three-hour minimum call- back periods.

(B) An employee called back before the employee's regular starting time and who works through the employee's regular work period shall be allowed pay only for time worked. Employees called back to work shall report within a reasonable time.

(C) Employees are subject to the following concerning rest periods and call back time and cancel any past practice or written policies in conflict with these contract procedures.

(1) Rest Period. All employees covered by the IBEW bargaining unit, including all regular, scheduled and shift workers are subject to this provision of the contract. If an employee is called back to work for any reason in the eight (8) hours preceding the start of the employee's assigned or designated hours of work without having received 16 hours' notice, the employee will be entitled to the following:

(a) Employees required to actively work eight (8) hours of the fifteen (15) hours immediately prior to their regularly scheduled hours of work shall be paid one and one half (1 ½) times the regular rate of pay at the scheduled hours of work if required to work. The employee will be entitled to eight (8) hours /full day of paid rest time (at straight time) during his next contiguous normal work period.



- (b) An employee who works a minimum of three (3) consecutive hours (actual on site time), will receive four (4) hours (1/2 day) of paid rest time (at straight time rate) during the next contiguous normal work period.
- (c) An employee who works five (5) consecutive hours or greater will be entitled to eight (8) hours/full day of paid rest time (at straight time rate) during his next contiguous normal work period.
- (d) For purposes of call back time, an employee shall be compensated at one and one-half (1 ½) times the regular rate of pay for all or any part of the call back rest time not received by the employee. All call back rest time is paid at the employee's straight time rate.

(D) Call Back Overtime/Unscheduled Overtime.

(1) Employees shall work a minimum of forty percent (40%) of call back overtime each quarter. A minimum of five (5) call back opportunities must occur prior to calculating the 40% minimum at the end of each quarter. An employee may be called back numerous times each day, however, the employee can be charged with a maximum of only one (1) refusal each day. A day will be considered midnight to midnight. The call back record shall be posted by Management each week along with the weekly overtime list. Employees and/or their Union Representatives will address any discrepancies with Management if an issue arises related to the call back record.

(2) The quarterly call back percentage will be reset at the beginning of each quarter. If an employee is issued discipline at the end of a quarter and their call back percentage does not meet the 40% minimum at the end of the next quarter, the employee may be advanced to the next step of discipline. No discipline shall be administered prior to the end of each quarter. The normal disciplinary steps as described in this Agreement do not apply to this 40% minimum Call Back section.

a. The following are the steps of discipline for this 40% call back section ~~policy~~:

- 1<sup>st</sup> Occurrence: Verbal Coaching (coaching is not considered discipline)
- 2<sup>nd</sup> Occurrence: Verbal Warning (1<sup>st</sup> step of discipline)
- 3<sup>rd</sup> Occurrence: Written Warning (2<sup>nd</sup> step of discipline)
- 4<sup>th</sup> Occurrence: One (1) day suspension without pay (3<sup>rd</sup> step of discipline)
- 5<sup>th</sup> Occurrence: Two (2) day suspension without pay (4<sup>th</sup> step of discipline)
- 6<sup>th</sup> Occurrence: Five (5) day suspension without pay (5<sup>th</sup> step of discipline)

b. Any employee who reaches a 6<sup>th</sup> Occurrence level of discipline (5 day suspension without pay) on the third occasion within three (3) years, shall be subject to termination.

(3) If an employee is placed into discipline, but then achieves the 40% call back in the following quarter where call backs are measured, the employee's next discipline

Occurrence will not be advanced to the next level but shall remain at the same level. As an example, if an employee is issued a Written Warning and then maintains a 40% call back the following quarter during which call back is measured, the employee would only be subject to a Verbal Warning for the next Occurrence. If the employee again meets the 40% call back the next quarter during which call back is measured, the employee would only be subject to a Verbal Coaching for the next Occurrence. If an employee fails to meet the 40% call back minimum in consecutive quarters (“consecutive” meaning quarters where the call back is measured and excluding those where no measurement occurred due to less than 5 call backs), the employee may be advanced in the discipline process as outlined in Section (2) above.

- (4) A “no contact” shall be counted as a refusal for call back overtime unless the employee calls back within twenty (20) minutes of the original call. If the call out assignment has been filled within the twenty (20) minutes when the employee calls back, they shall not be charged with a refusal.
- (5) Employees shall be exempt from call back opportunities and will not be called during vacation leave or sick leave. Employees who desire to receive call back opportunities during vacation leave or sick leave shall notify management to opt into call backs.
- (6) Employees on approved FMLA leave shall not be subject to the disciplinary process outlined in Section (2).

**Section 9.06. Hours of Continuous Work.** All consecutive hours worked over sixteen (16) shall be paid for at double the straight time hourly rate.

#### **Section 9.07. Dispatch Duties of Water Treatment Plant Operators**

Water Treatment Plant Operators actively working on a shift that occurs during 2nd shift, 3rd shift, or on Saturday, Sunday or a City-recognized Holiday shall receive a 10% increase in pay to compensate for performing dispatch duties relating to callouts for water, sewer lift station, and stormwater emergencies.

#### **Section 9.08. Lineman Summer Schedule**

Each year beginning the first full payroll in June through the end of the first full pay period in November, a Lineman crew shall be assigned to second shift to capture all daylight hours. The second shift schedule begins at 11:30 a.m. and ends at 8:00 p.m. The second shift differential applies to the Lineman crew assigned to the second shift.

At the start of each summer Schedule, the crew assigned shall begin with the senior Foreman and crew, then rotate biweekly at the beginning of each pay period. If the crew needs to be replaced, the overtime distribution list will be used.

## **ARTICLE X**

### **HOLIDAYS**

#### **Section 10.01. Days Observed**

(A) The following are holidays for all regular full-time employees of the Utilities Department:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Juneteenth
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Day before Christmas
13. Christmas Day
14. Employee's Birthday (Employees shall receive a day (8 hours) off with pay for their birthday which shall be taken within one year of the birthday. Pay for an employee's birthday shall not be treated as holiday pay for purposes of computing overtime rather, it shall be treated as vacation time).

(B) When a holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year. However, for all 24-hour shift employees, and the Troubleman classification holidays will be those designated in Section 10.01(A) and will fall on the calendar dates recognized in the United States, unless modified by Section 10.02(A) or 10.02(F). Holidays shall be granted or paid based upon the employee's normal scheduled hours for that day (e.g. 8 hour shift, 12 hours shift, etc.).

(C) If during the term of this Agreement, the City grants an additional holiday (or holidays) to any bargaining unit of the City or to the general employees, that same day(s) shall be a holiday for all employees covered by this Agreement.

#### **Section 10.02. Eligibility for Holiday Pay**

(A) All regular full-time employees will receive eight (8) hours off with pay for each of the holidays allowed except the Troubleman classification which is addressed above. All holidays allowed must be taken as time off on the same day that it is allowed. Exception: Employees may request the Employee Birthday Holiday be taken other than the date of birthday, provided the requested Birthday Holiday is taken within the fiscal year in which it occurs and the respective Division Manager grants the employee's request.

(B) Employees on vacation, annual military leave, jury duty, sick leave, funeral leave or other absences from duty but on active pay status on the day the holiday is observed must use the holiday on the

same day that it is allowed.

(C) An employee must be on paid vacation, excused absence of initial probationary employee, paid sick leave, funeral leave, jury duty, paid military leave, unpaid Union leave, job-related injury leave (not exceeding four (4) weeks) or work the normal schedule of hours on their regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday, in order to qualify for the holiday.

(D) Employees who are required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day.

(E) (1) Employees assigned to work on a holiday, who in fact do work, shall receive their usual days' pay plus the same number of hours pay at one and one-half (1 ½) their base rate.

(2) Troubleman Schedule

Holiday Worked:

- Employee receives twelve (12) hours of holiday pay plus one and one-half (1½) times the employee's normal hourly rate for all regular scheduled hours.

Holiday Not Worked:

- Employee receives twelve (12) hours of holiday pay for the day not worked.

(F) When any of these holidays falls on an employee's day off, the next scheduled workday shall be observed as a holiday.

**ARTICLE XI**

**ANNUAL LEAVE (VACATION)**

**Section 11.01. Eligibility.** Each regular full-time employee will be allowed annual leave with pay on the following basis:

<u>Continuous Employment</u>	<u>Annual Leave Days</u>
Less than one (1) year	0
After: 1 year	80 hours
2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
9 years	128 hours
12 years	136 hours
15 years	144 hours
20 years	160 hours

For each year of service over twenty (20) years, eight (8) hours of Annual Leave will be added to one-hundred sixty (160) hours above, per year.

The maximum number of Annual Leave hours will not exceed 240 hours.

**Section 11.02. Charging Leave**

(A) Annual leave time shall be scheduled and charged to the employee for the actual time the employee is away from work.

(B) Annual leave will be charged in one hour increments, except for shift workers and Troublemans. For these employees, annual leave will be charged in one half (1/2) day minimum increments. The minimum leave requirement for shift workers and Troublemans may be waived on an occasional basis, at the discretion of the appropriate Division Manager. (See §11.03(A), below).

(C) In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the applicable Director prior to denying the request to discuss the reason(s) for the vacation denial. If the applicable Director determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the applicable Director's decision by the supervisor and the employee shall be entitled to take the requested vacation.

(D) Holidays which occur during the period selected by the employee for annual leave shall not be charged against such annual leave. However, the holiday will be charged against holiday leave regularly due the employee.

**Section 11.03. Request for Leave**

(A) Annual leave may be taken only after approved by the appropriate Division Manager or designee. Requests for leave shall be submitted at least seven (7) calendar days prior to the requested leave

starting date. Exception: The notice above may be waived in cases of emergency or when it is determined by management that the operation of the utility will not be affected.

(B) Employees must take a mandatory 40 hours of vacation leave per fiscal year however, leave does not have to be consecutive days.

#### **Section 11.04. Separation**

(A) Employees voluntarily resigning shall give a minimum of two weeks' notice of their intention to resign. Those employees who give the proper two weeks' notice will receive any annual leave earned up to 160 hours as of the date of resignation.

(B) Employees on lay off status will receive pay for all accrued annual leave.

(C) All earned annual leave of employees who die while in the service of the City shall be paid to the spouse or estate of the employee as previously designated in writing.

## **ARTICLE XII**

### **SICK LEAVE**

**Section 12.01. General.** Sick leave is a benefit provided for regular full-time employees, so that they may have paid time off when they are unable to report for duty by reasons of illness or injury.

**Section 12.02. Use of Sick Leave**

- (A) Sick leave shall be allowed only in case of:
  - 1. Actual disability of the employee or immediate family member, employee's wife or husband, grandparents, domestic partner, mother, father, sister, brother, daughter or son arising from illness and/or injury.
  - 2. Medical, dental or eye treatment or examination for which arrangements could not be made outside of the employee's assigned hours of duty.
  - 3. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, domestic partner, mother, father, sister, brother, daughter and/or son, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage, adoption or guardianship established by court action.
- (B) When an employee's sick leave allowance in any year has been used up, the employee may elect to use earned annual leave.
- (C) When sick leave and vacation leave have been used up, the employee may be placed on leave of absence without pay in accordance with the provisions of Section 13.05, Leave Without Pay.

**Section 12.03. Sick Leave Allowance**

(A) After three (3) months, new employees will be eligible to receive two (2) days sick leave and have these days available for use. Thereafter, the employee shall accumulate sick leave at the rate of one (1) day per month. At the end of the twelfth month, the employee shall receive four more sick days, for a total of twelve for the first year or 96 hours per year. Sick leave will consist of one (1) single bank as opposed to the three (3) banks previously used. Accruals will be earned on monthly basis. Only those employees who meet the requirements set forth in section 12.07(H) will be paid their accrued sick leave, which shall not exceed 200 hours.

**Section 12.04. Unused Sick Leave**

- (A) Unused sick leave shall be accumulated with no maximum limit.
- (B) Unused sick leave will be retained but not accrued when an individual is laid off.

### **Section 12.05. Approval**

(A) A doctor's certificate as to the nature of and probable duration of the need for any use of sick leave may be required at the discretion of the applicable Director. Employees required to provide a doctor's certificate, who do not provide such certificate, will not be paid for sick leave until such certificate is provided.

(B) Sick leave may be approved for up to three (3) consecutive working days by the Division Manager, without requiring a doctor's certificate.

(C) A sick leave of more than three (3) consecutive working days shall require a doctor's certification as to the nature of the disability, and as to whether or not the employee is in condition to return to the regular duties without hazard to the employee or to others.

(D) The City Manager or designee may require that an employee be examined by a physician designated by the City, at the City's expense, at any time.

### **Section 12.06. Notification**

(A) To be placed on sick leave the employee shall be responsible for notifying the Division Manager or designee. Such notification shall be given as soon as possible and before the start of the employee's assigned hours of duty but not less than one (1) hour prior to the individual's reporting time. Each division shall establish a procedure for notification. Information shall be given as to the reasons for the absence, its probable duration and other related data.

(B) Where such notification and information are not received in a timely manner, the applicable Director or designee shall not authorize payment for absence of sick leave. Such absence shall be recorded as unauthorized and without pay and shall be subject to discipline up to and including discharge.

### **Section 12.07. Payment**

(A) Payment shall be made only for the approved use of allowed, earned sick leave and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.

(B) Payment shall be made only for a working day for which the employee otherwise should have received pay; no payment shall be made for any time for which the employee otherwise receives pay.

(C) An official holiday occurring during an approved sick leave period shall be paid for as such; no charge shall be made against any sick leave for such holiday.

(D) Charges against allowed, earned sick leave shall be in units of one half (1/2) hour minimum.

(E) Where earned sick leave has been allowed by management and is used for other than illness or injury, the time off shall be without pay and the employee shall also be subject to disciplinary action up to and including discharge.



(F) Separation from the City's service, prior to retirement, shall cancel all earned sick leave (current, accumulated and unused), except that, if any employee is laid off, all previously earned sick leave (current, accumulated and unused) will be reinstated to the employee's sick leave bank. No sick leave shall accrue during a period of layoff.

(G) At least sixty days before the City Commission votes to accept any offer to purchase/contract-out the Lake Worth Electric Utility, the parties agree to re-open negotiations with respect to successor clause language, changes in retirement vesting and pension benefits, cashing-in of sick leave, and other possible items associated with any lay-off that such purchase/contracting out might contemplate.

(H) Upon pension qualifying (age and years of service) retirement as defined below, including employees enrolled in the Cash Balance (5/5/5) Plan level of benefits, an employee will be paid for all sick leave up to two hundred (200) hours at 50% of the employee's rate of pay.

1. For sick leave payout purposes, "Pension qualifying retirement" means the following until the effective date of the pension ordinance implementing the language in Section 15.06:

- (a) A participant who retires prior to October 1, 2015, and has:
  - (i) Twenty (20) continuous years of service; or
  - (ii) The employee's years of service, when added to the employee's age, equals or exceeds seventy-five (75), provided that the participant has at least ten (10) years of service.
- (b) A participant who retires on or after October 1, 2015, and has
  - (i) Ten (10) or more years of continuous service with the City and sixty-five (65) years of age or older; or
  - (ii) Thirty (30) or more years of continuous service with the City and fifty-five (55) years of age or older.

2. For sick leave payout purposes, "Pension qualifying retirement" means the following upon or after the effective date of the pension ordinance implementing the language in Section 15.06:

- (a) A participant hired prior to October 1, 2010:
  - (i) Age 65 with 10 years' service
  - (ii) Age 55 with 30 years' service
  - (iii) Rule of 80
- (b) A participant hired on or after October 1, 2010:
  - (i) Age 65 with 10 years' service
  - (ii) Age 55 with 30 years' service

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **Section 13.01. Bereavement Leave.**

Bereavement leave for an employee, during the periods of stress caused by the death of an employee's spouse, domestic partner, parent, grandparents, grandchild, sibling, child, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, legal guardian. The employee shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) non-consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional non-consecutive working days not charged against any other leave shall be granted if the funeral is out of state. All bereavement leave shall be taken within 90 days of the date of death, unless an extension is approved by Human Resources. Bargaining unit employees shall not be required to produce proof of death. However, where there is reasonable suspicion that an employee has misrepresented relevant information to obtain leave, the City reserves the right to conduct an investigation which may include requiring documentation from the employee as to proof of information relevant to the circumstances.

#### **Section 13.02. Court Leave**

(A) Employees attending court as a witness on behalf of a public jurisdiction or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend court. This time shall be charged as leave with pay.

(B) All regular full-time employees subpoenaed to attend court on behalf of the City are eligible for leave with pay.

(C) Employees who attend court for only a portion of a regular scheduled day are expected to report to their supervisor when excused or released by the Court. If a shift worker receives notice for jury duty and notifies his Division Manager or designee on the employee's next work day following receipt of the notice, such employee may be rescheduled to a work week as follows Saturday and Sunday off, and Monday through Friday on the day shift for the period of jury duty.

#### **Section 13.03. Conference Leave.**

(A) The applicable Director may grant conference leave with pay, together with the necessary travel expenses in order that employees may attend conferences, schools and similar events designed to improve their efficiency, if considered to be in the best interest of the City. All leave and expenses will be recommended by the Division Manager subject to approval of the applicable Director.

(B) Employees will not be compensated for time spent traveling outside of regular working hours for attendance at voluntary conferences, seminars, classes, etc. If an employee is MANDATED to travel by the City, and such travel is approved by the applicable Director, the employee will be entitled to compensation in the event such travel takes him outside of the employee's regular work hours.

#### **Section 13.04. Military Leave**

The City will grant military leave to employees in accordance with the Uniformed Services Employment

and Re-employment Rights Act (USERRA) and Florida Statutes Chapter 115 and Statute 250.48.

(A) Leave for Military Training Purposes

1. Employees who are reserve officers or reserve enlisted personnel in the United States Military or Naval Service or members of the Florida National Guard are entitled to leaves of absence from their respective duties when assigned to active or inactive duty for training purposes. Leaves of absence under the provisions of this section shall not exceed 240 working hours in any one annual period.
2. The leave of absence for Military Training Purposes will be granted with pay, without loss of vacation leave or time, as long as the leave period does not exceed the annual allotment of 240 working hours.
3. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted by the City without pay.
4. During the period of leave, the employee shall be entitled to retain their benefits outlined within the terms of the Collective Bargaining Agreement.
5. Time spent as Military Leave of Absence for Training will be considered as creditable service as permitted in the City's Pension Ordinance.

(B) Leave for Active Military Service (Not for Training Purposes)

1. Employees who are officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States may, subject to the provisions and conditions set forth in Florida Statutes, be granted leave of absence from their respective offices and duties when ordered to active military service.
2. The first thirty (30) days of any such leave of absence are to be with full pay, in accordance with applicable federal law and Florida State Statutes, as amended. After the first thirty (30) days of service, the City will supplement the military pay in an amount necessary to bring the employee's salary up to the level of the civilian pay, inclusive of any incentives earned at the time they were called to active military duty. Should the employee's military salary be equal to or greater than the employee's civilian salary, no supplement shall be given. The supplement shall be given upon receipt of appropriate written verification of military earnings (e.g. wage statement or written verification from the military personnel office).
3. Time spent as Military Leave of Absence for Active Military Service shall be considered as creditable service as permitted in the City's Pension Ordinance.

(C) Required Documentation and Calculation of Leave Time

If the employee is called to active military duty or to Reserve or National Guard training, or if the employee volunteers for the same, the employee shall notify the supervisor and

submit copies of the military orders as soon as practicable. The employee will be granted a military leave of absence for the period of military service, including the time reasonably necessary to travel to and from the site of duty or training.

(D) Reemployment after Completion of Military Duty/Training

Upon separation from active military service, the employee will be eligible to return to the former position held or a similarly comparable position with no loss in seniority, pay or benefits. The City may, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), require the employee to submit to a medical examination to determine the employee's fitness to perform the essential job functions of the position to which the employee may be returning. Upon discharge from military service, an employee shall, in accordance with the Timely Application Requirements of the USERRA, notify the City of the employee's intention to return to work.

**Section 13.05. Leave Without Pay.** The decision to grant a leave without pay (leave of absence) is a matter of managerial discretion. It shall be incumbent upon each Division Manager to determine each case on its own merits. In each case the City shall make a reasonable effort to return the employee to the employee's former position or a similar position of the same classification in another division. Leave without pay for thirty (30) days or longer will result in a corresponding adjustment of anniversary and classification dates. An employee granted a leave of absence must keep the Division Manager informed regularly of the employee's current activity (school, medical, military, etc.). In addition, the employee must keep the Division Manager advised of the current address at all times. An employee granted a leave of absence shall contact the Division Manager at least two weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process. If the employee fails to return to work at the expiration of the approved leave, the employee shall be considered absent without permission and the employee's job shall be declared vacant. No medical leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.

**Section 13.06. Union Leave.** The applicable Director may grant Union leave without pay to employees in order that they may attend conferences, seminars, and similar events. The employee shall not be considered absent in determining pay for holidays described in Section 10.02(C).

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

#### **Section 14.01. Grievance**

(A) A grievance is defined as a misapplication or misinterpretation of the specific terms of this Agreement. Grieving "reasonable suspicion" for drug and alcohol testing under the City personnel policy shall follow the grievance procedure in this Article.

(B) The term "employee" includes any individual within the bargaining unit covered by this Agreement.

(C) The term "day", when used in this procedure, shall mean calendar days, Monday through Friday, exclusive of holidays.

(D) A "grievant" is a person affected by the misapplication or misinterpretation of this Agreement. A grievance shall be processed as hereinafter provided.

**Section 14.02. Withdrawal of Grievance.** A grievance may be withdrawn by the grievant at any time and at any step of this procedure, provided however, that the same grievance may not be filed a second time for the same event after the grievance has been withdrawn or if the grievance was settled by the Union and the City.

#### **Section 14.03. Grievance Procedure**

(A) Should any misapplication or misinterpretation of this Agreement arise between an employee covered by this agreement and a representative of the City, the employee and/or department job steward shall discuss such difference informally with the immediate Supervisor within five (5) days of such misapplication or misinterpretation, for the purpose of settling such differences in the simplest and most direct manner in order to avoid grievances. If after this discussion there is not a satisfactory resolution, such matter will be taken up in the following manner:

Step 1 — The matter will become a formal grievance if reduced to writing on the proper grievance form, signed by the party making the grievance and presented to the immediate Supervisor by the department job steward, within ten (10) days of its occurrence.

Step 2— If the matter is not settled in Step 1 within ten (10) days, the Division Steward and the Division Manager, or such representative as either may designate, shall discuss the matter further.

Step 3— Any matter not settled in the above steps shall, within ten (10) days after disposal in Step 2, be referred to the applicable Director and the Chairman of Local 359-3, or such representative as either may designate. Only decisions from this step forward shall be binding and precedent setting.

Step 4— Any matter not settled in the above steps shall, within fifteen (15) days after disposal in Step 3, be referred to the City Manager and the President of the Union, or such representative as either may

designate.

Step 5— Should any matter that has been referred to representatives of the parties, as provided in Step 4 above, not be satisfactorily adjusted within ten (10) days from date of such referral, either party may within thirty (30) days from disposal in Step 4 demand arbitration of the matter by giving written notice to the other. The arbitration proceedings shall be in accord with the rules of FMCS.

(B) If in any of the above steps the Union fails to proceed within the time limits given, the Union will forfeit its right to proceed with the grievance. However, it may be mutually agreed in writing to extend the time period in any step up to ten (10) days.

(C) Within a reasonable period after bilateral approval of this contract; the employer shall develop a grievance processing form similar to that currently used in the Lake Worth IAFF contract for use in processing grievances pursuant to this agreement.

(D) The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not to be subject to arbitration" or which is not specifically covered by this Agreement; nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine the decision exclusively to the question which is presented to the arbitrator, which question must be actual and existing. The arbitrator shall render the decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the City Manager and the Union. Both parties agree that the decision of the arbitrator shall be final and binding on all parties. The cost of the arbitrator will be borne equally between the parties.

#### **Section 14.04. General Provisions**

(A) The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the Union or the grievant, whichever is appropriate to proceed with the grievance within the times hereinbefore provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the Union or the grievant, whichever is appropriate, to proceed to the next Step in the Grievance Procedure.

(B) All grievances shall be processed, whenever possible, during times which do not interfere with, or cause interruption of an employee's work responsibilities.

(C) The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue the employee's duties prior to or during the time a grievance is being processed unless the safety of an individual is imperiled as determined by the Division Manager.

(D) The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or the grievant, whichever is appropriate.

(E) When any favorable or unfavorable incident occurs to an employee, a record of which is made by the City, the employee will be furnished a copy of same within two (2) weeks of its occurrence in order that the employee may have an opportunity to respond in writing within two (2) weeks of the employee receiving said copy. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure.

(F) If an employee received a letter of discipline and such letter is placed in the employee's personnel file, the City agrees to identify such records "Stale - Not to be considered when considering promotions or in any grievance proceeding," after a period of no more than three (3) years, unless said employee has another letter of discipline prior to that time. For incidents involving insubordination, the time period will be no more than five (5) years.

## ARTICLE XV

### MISCELLANEOUS RULES AND BENEFITS

**Section 15.01. Steward.** The Union would be permitted to appoint Stewards for each Division of the Utilities Department.

**Section 15.02. Meals.** Meals will be provided to employees in emergency situations as determined by the City as well as in those circumstances where an employee has at least two (2) hours of unscheduled overtime. Unscheduled overtime shall be interpreted to mean where an employee is informed during the employee's regular shift that the employee will have to remain for at least two (2) hours into another shift. Where this occurs, the employee will receive a free meal or will be given the opportunity to leave the job site and eat a meal, the cost of which will be reimbursed by the City. Meals will be provided only after an employee works over five (5) hours of emergency call out overtime and will receive an additional meal for every five (5) hours of continuous overtime work. Meals provided consistent with this Section shall be paid at a rate of \$15.00 per breakfast meal (during hours of 2:00a – 10:00a), \$15.00 per lunch meal (10:01a – 2:00 p.m.), and \$25 per dinner meal (2:01p-2:00a.m).

### **Section 15.03. Health and Welfare**

(A) The City provides Group insurance protection for its employees. General benefits of the health insurance plan will be found in the insurance booklet.

(B) Solely to allow the City to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify Human Resources of any changes in their marital or familial status.

(C) Group insurance coverage may be selected by the City at its discretion. However, no later than July 1 of each contract year, both parties agree to meet and confer about the cost of insurance premiums for employees based on current market at that time. The Union will appoint no less than two (2) members from the bargaining unit to participate in these discussions. The discussions will include selection of benefit provider, plan performance and current market rates.

(D) City Contribution to Insurance.

1. The City will pay 100% of the employee's modified individual group health insurance P O S premium
2. For employees selecting the PPO plan, the City shall pay no less than 83% of the monthly premiums for individuals and the employee shall be responsible for paying the remaining portion of the monthly premium.
3. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.



(E) The City will provide, at no cost to the employee, a group term life insurance policy providing a death benefit of \$25,000. Employees may purchase additional insurance coverage from the name carrier at the group rate in any amount that the carrier will permit. Employees electing this additional coverage must authorize payroll deduction for the applicable premiums.

(F) Light Duty.

1. Work Related Injuries and Illnesses

If an employee suffers a work related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the City will consider alternate or transitional duty work for the employee, if there is such work available and if such work is consistent with the employee's medical limitations. The City is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the City.

2. Non-Job Related Injuries or Illnesses

If an employee suffers a non-job related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the City will consider alternate or transitional duty work for the employee, if there is such work available in the employee's department and if such work is consistent with the employee's medical limitations. The City is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the City.

(G) COVID Voluntary Vaccination Performance Incentive

COVID-19 vaccines have been approved by the US Food and Drug Administration (FDA) and are readily available to all adults. As such, a one-time Voluntary Vaccination Performance Incentive is hereby implemented to encourage employees to get vaccinated against COVID-19. This Incentive is based on guidance from the Centers for Disease Control and Prevention (CDC), the Equal Employment Opportunity Commission and is designed to comply with all applicable federal, state, and local laws.

The CDC has found that COVID-19 vaccines are highly effective at preventing individuals from getting sick with COVID-19 and experiencing the most severe consequence of the disease. While the Incentive is designed to encourage employees to get vaccinated if it is safe for them to do so, this is strictly voluntary and the decision whether to get vaccinated or not is entirely the employee's and each employee should work with their health care provider to determine if the vaccination is appropriate for their medical circumstances.

This Voluntary Vaccination Performance Incentive is a key part of an overall strategy and commitment to maintaining a safe and healthy workplace in light of the COVID-19 pandemic. This Incentive is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including wearing face coverings, social distancing, sanitizing work areas and proper handwashing hygiene.

All employees are eligible for this one-time Incentive. The Incentive is one vacation day added to the employee's vacation leave bank (the hours shall be based on the employee's normal scheduled work hours—e.g. 8, 10 or 12 hour shift).

To obtain the Incentive, current employees (those employed as of the date of ratification by the City Commission) must show proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following ratification of this Agreement by the City Commission. While the proof must be provided during the forty five (45)-day performance evaluation period immediately following ratification by the City Commission, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted.

Employees hired after the date of ratification by the City Commission, and within one year of the date of ratification by the City Commission, may obtain the Incentive by showing proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following the date of hire. While the proof must be provided during the forty five (45)-day performance evaluation period immediately following the date of hire, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted.

Employees who voluntarily submit such proof during the performance period shall be deemed to have satisfactorily met the City's expectations with meeting their responsibilities in the City's COVID-19 prevention efforts. "Fully Vaccinated" means after receiving the second dose of the Pfizer or Moderna vaccine, or the single dose of the Jansen (Johnson and Johnson) vaccine.

Any employee who does not provide proof of being fully vaccinated during the performance evaluation period shall be deemed to have not met the requirements of the Voluntary Vaccination Performance Incentive program and will forfeit the opportunity for the performance Incentive. Notwithstanding the performance-based nature of this Incentive, this program will not be included in or considered as part of the City's annual evaluation program.

Employees who believe they need an accommodation regarding this Incentive because of a disability or religion are responsible for requesting a reasonable accommodation from Human Resources within the forty five (45)-day performance period.

**Section 15.04. Deductions.** Federal Withholding, Social Security and Pensions are deducted from paychecks in accordance with law. Any other deductions, including Group Insurance, U.S. Savings Bonds, etc., are made only by written request of the employee.

#### **Section 15.05. Payroll Deduction for Union Dues**

(A) The City agrees to deduct, upon receipt of a voluntary written authorization, the monthly dues and one time only, the initiation fee from the pay of each International Brotherhood of Electrical Workers member. The amount to be deducted shall be certified to the Employer by the Local Union upon request by the City. Employees covered by this Agreement may authorize payroll deductions for the purposes of paying dues. No authorization shall be allowed for payment of special assessments, fines, penalties or delinquent dues.

(B) The Union will notify the City as to the amount of dues. Such notification will be certified to the Director of Finance in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership will be similarly certified to the City and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

(C) The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall out of, or by reason of action taken or not taken by the City on account of payroll deductions of Union dues. The Union agrees that in case of overpayment, proper adjustment, if any, will be made by the Union to the affected employee.

(D) The cost of dues deduction, as provided for in this Section shall be five cents (5¢) per month and one dollar (\$1.00) per change which causes a program change. In addition, there shall be a one-time set up charge of five hundred dollars (\$500.00). The cost of the dues deductions and changes shall be deducted from the monies transmitted to the Union. These costs shall be effective as of the initial date of dues deductions.

(E) The payroll deduction shall be revocable by the employee by providing thirty (30) days written notice to the City's Director of Finance.

(F) The City agrees to deduct, upon receipt of a voluntary written authorization, the monthly Local 359 Electro PAC dues.

### **Section 15.06. Retirement Plans.**

(A) Retirement benefits for all bargaining unit members shall be governed by the applicable provisions of Chapter 16, Pensions and Retirement, of the City of Lake Worth Beach Code of Ordinances as amended by the draft Ordinance 2021-\_\_\_\_, attached hereto as Attachment C.

Effective on the dates set forth in the Pension Ordinance, IBEW members shall have the benefit levels as were provided to PEU and PMSA as set forth in the amendment approved in Ordinance 2018-11, which includes different classes of benefits within the plan:

- Class 1: Members hired prior to October 1, 2010:
  - Members hired prior to 10/01/10 still have the frozen defined benefit piece as of 10/01/10, eligible to commence based on the original plan provisions (Rule 75, 20 & out)
  - For new benefits accrued after 10/01/10, the multiplier and eligibility now change:
    - Multiplier: Increase from 2% per year service to 2.25% per year service
    - Eligibility:
      - Age 65 with 10 years' service
      - Age 55 with 30 years' service
      - Rule of 80
    - Contribution rate remains at 7.8%
    - Vesting: 10 years
- Class 2: Members hired on or after October 1, 2010 and before **April 1, 2022** who do not elect the one-time irrevocable election to opt into the 5/5/5 Cash Balance Plan:
  - No changes:
    - Multiplier: Remains at 2%
    - Eligibility:
      - Age 65 with 10 years' service
      - Age 55 with 30 years' service
    - Contribution rate remains at 7.8%
    - Vesting: 10 years – 50% to 20 years – 100%

- Class 3: Members hired on or after October 1, 2010 and before **April 1, 2022** who elect the one-time irrevocable election to opt into the 5/5/5 Cash Balance Plan:
  - Accrued defined benefit:
    - Accrued benefit freezes immediately
    - Member becomes immediately vested
    - Frozen accrued benefit starts on original commencement date:
      - Age 65 with 10 years' service
      - Age 55 with 30 years' service
    - Member starts contributing 5% to new Cash Balance plan as of **April 1, 2022**.
    - Cash Balance plan account is immediately 100% vested.
- Class 4: Members hired on or after **April 1, 2022** who are automatically participating in the 5/5/5 Cash Balance Plan
  - Benefit vests immediately
  - Member contributes 5%
  - City matches 5% contribution
  - Accounts credited with fixed 5% annual interest rate, compounded quarterly (1,2273% Quarterly equivalent)
  - Members must terminate, die, become disabled, or retire to access Cash Balance funds
  - Members can take lump sum distribution or annuitize balance under plan assumptions in effect at retirement

Should any conflict between the Ordinance and the provisions of this Agreement arise, the Ordinance shall control.

(B) Employees who meet qualifications for retirement (age and years of service) will be eligible to enter DROP

(C) Deferred Retirement Option Plain (DROP). The Drop shall be as follows:

A participant's deferred retirement account shall only be credited or debited with earnings for sixty (60) months or until the participant sooner dies, retires, or terminates employment. If a participant is employed in covered employment by the City after participating in the DROP for sixty (60) months and does not retire or terminate employment, beginning with the participant's 61st month of DROP participation, the participant's deferred retirement option account will no longer be credited or debited with earnings while the participant is so employed. Only monthly payments will continue to be made to the participant's account until the participant retires, terminates employment or dies. A participant employed by the City in covered employment after five years of DROP participation will remain ineligible for preretirement death or disability benefits. Effective October 1, 2010 upon entry into DROP a participant shall submit a letter of resignation stating the anticipated employment termination date, not to exceed sixty (60) months from the participant's DROP entry date.

### **Section 15.07. Safety Program**

Safety of the employees is of paramount importance and shall be given first consideration at all times. Both the City and Union are jointly committed to creating a safe work environment for all employees

and developing a proactive safety program that ultimately eliminates injuries in the workplace. Therefore, it is agreed between the parties, a Leadership Joint Safety Committee (LJSC) shall be formed immediately after ratification of this agreement which shall be comprised of the Utilities Director or designee and Safety Manager for the City, the Business Manager or designee and an additional committee person selected by the by the Business Manager for the Union. The purpose of this committee, but not limited to by mutual agreement, shall be to develop, implement and monitor an overall proactive safety program, effective safety strategies, safety rules, standards and procedures, approve safety equipment, an employee injury and unsafe act/condition reporting and feedback process, investigate all on the job injuries and develop countermeasures to prevent re-occurrence, review all unsafe acts/conditions investigated by the Joint Safety Advisory Committee (JSAC) with additional recommendations if necessary and shall meet as often as necessary to accomplish these initiatives. It is further agreed a Joint Safety Advisory Committee ( JSAC) shall be formed immediately after ratification of this agreement which shall be comprised of the City Risk Manager, one (1) management representative from the Electric Utility and one (1) management representative from the Water Utility for the City and three (3) representatives selected by the Business Manager for the Union. The purpose of this Committee shall be to implement and adhere to the overall safety program, standards, procedures and recommendations developed by the Leadership Joint Safety Committee (LJSC) at the work locations. The Committee shall conduct monthly employee safety meetings and shall meet prior to these meetings to prepare an agenda, topics, reports and presentations for productive, proactive and informative safety meetings. The committee shall report directly to the Leadership Joint Safety Committee on all matters and shall be responsible for investigating all unsafe acts/conditions when reported and take immediate action to correct the situation or make it safe then report their findings and recommendation(s) to the LJSC for review. Any issues that cannot be resolved by the Committee shall be referred to The Leadership Joint Safety for resolution.

#### **Section 15.08. Job Descriptions**

(A) Management will begin the task of drafting job descriptions for those positions which do not have them and update job descriptions when and where changes are required. The City will forward these new job description drafts and updated job descriptions to the Union in a timely manner for review, whereby the parties will meet, confer about said positions. The parties recognize that upgrades to the City's transmission system and its NERC classification relating to cyber-security and potentially as a transmission operator require certain positions to obtain certifications, undergo ongoing background screening and will include the additional requirements in the relevant position descriptions. In a case where a job is newly created or changed and the parties agree that it is appropriate for the bargaining unit or think that it is not, they shall submit a joint unit clarification petition to PERC to ensure the PERC certification reflects the correct positions in the bargaining unit. In the case of a disputed position, the parties retain their respective rights under the law to assert their position with respect to the positions with the Commission if they so choose.

#### **Section 15.09. Working Conditions.**

(A) No Journeyman will be required to work on live voltages of over 480 volts phase to phase without another Journeyman present.

(B) Journeymen shall have a choice to hot stick or rubber glove any voltages 13.2 or above phase to phase (live). Journeymen are required to glove voltages below 13.2.

(C) No employee will be required to work outside in inclement weather except in cases of emergency. Emergency is defined as customer outages, lines down, where there is danger to personal property, or clogged or broken utility owned pipes. Inclement weather is defined as high winds, heavy rains and lightning, except for linemen who shall not be required to work in the rain except in cases of emergencies as defined above.

**Section 15.10. CDL License Renewal.** Employees required by the City to maintain a license shall have the renewal cost of the license paid for by the City.

**Section 15.11. Nepotism Exception.** Employees of the City shall be allowed to work in the same department as a relative of the employee provided that the relatives are not in a reporting relationship and so long as neither employee advocates for the appointment, employment, promotion or advancement of the other to a position within the City and meets all other obligations imposed by Florida Statute Section 112.3135, as amended from time to time. Management retains the sole discretion to assign crews on callback situations to allow for temporary and periodic assignment of relatives to the same crew.

**Section 15.12. Fire Retardant Clothing.** During the term of this Agreement, the parties agree that the City will move toward a procedure to provide each employee required by their position to wear fire retardant clothing the opportunity to order through a City-authorized vendor up to an appropriate dollar amount of required Fire Retardant Clothing.

The Leadership Joint Safety Committee shall determine the nature and type of the required fire retardant clothing and the annual cost estimate associated with the clothing. The Leadership Joint Safety Committee shall address and review these fire retardant clothing issues as directed by the City and IBEW negotiating teams and shall report back to the City and IBEW negotiating committees regarding their findings within the parameters jointly set by the City and IBEW negotiating teams. Such findings shall be reviewed by the City and IBEW negotiating committees and the parties shall memorialize any agreement through a Memorandum of Understanding reflecting the nature and type of the required fire retardant clothing and the appropriate annual amounts to be authorized.

Once fire retardant clothing is ordered, the maintenance, cleaning and care of such clothing and gear shall be the sole responsibility of the employee. Employees who do not utilize all of the available funds for the purchase of such clothing by the end of each fiscal year shall forfeit the use of any remaining funds.

**ARTICLE XVI**  
**COMPLETE AGREEMENT, CONFLICT WITH LAWS AND GOVERNMENT REGULATIONS**

**Section 16.01. Complete Agreement.**

The Union and the City acknowledge that they had an opportunity, during the negotiations which led to this Agreement, to bargain over any and all subjects not removed by law from the scope of bargaining. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations, it being understood that the Union and the City have achieved only those benefits which are expressly set forth in this Agreement. During the term of this Agreement, the Union and the City waive any right to further bargain concerning any matter over which they might have the right to bargain, except with regard to any changes which the Union and the City should desire to make which have the effect of altering wages, benefits, or terms and conditions of employment embodied in this Agreement. In the event any such changes are made by the Union and the City, it is agreed that they may be made at the time desired by the Union and the City, however, the Union and the City shall have the right, upon request, to bargain over the effects which such changes have brought upon this Agreement, if any, and to secure a written amendment to this Agreement, ratified by both parties, if such bargaining produces an agreement.

**Section 16.02. Conflict with Laws and Governmental Regulations.** Any part of this Agreement that may be construed by proper authority or by mutual agreement to be in conflict with mandatory State or Federal laws or Executive orders, then such part shall be suspended and the appropriate mandatory provision of the State or Federal laws or Executive order shall prevail.

**Section 16.03. Agreement Supersedes.** This Agreement shall supersede any resolutions, regulations or practices of the City, promulgated and adopted by the City. This Agreement shall supersede any Memoranda of Understanding between the City and the Union that are not specifically incorporated into this Agreement.

**Section 16.04. Exclusive Benefits.** There shall be no benefits, implied or otherwise, accruing to the benefit of the bargaining unit or the member thereof except those benefits as herein expressly provided in this Agreement.

**ARTICLE XVII**

**WAGES**

**Section 17.01.**

**(A) Wage Increases During the Term of Contract.** All bargaining unit classifications within IBEW shall receive an increase in base pay effective as follows:

Effective October 1, 2021	<p>The following classifications shall have the Maximum of the salary range specially adjusted to:</p> <p>Lineman (4558) = \$43.37                  Troublemaker (4556) = \$45.59                  Line Foreman (4552) = \$45.59                  Substation Foreman (4570)* = \$45.59                  Substation Electrician (4576)** = \$44.39</p> <p>Pre-Apprenticeship (1st 6 months) (4560a) = \$26.02                  Pre-Apprenticeship (2nd 6 months) (4560b) = \$28.19                  Apprentice Lineman (1st Step—6 months) (4560c) = \$30.36                  Apprentice Lineman (2nd Step—6 months) (4560d) = \$32.53                  Apprentice Lineman (3rd Step—6 months) (4560e) = \$34.70                  Apprentice Lineman (4th Step—6 months) (4560f) = \$36.86                  Apprentice Lineman (5th Step—6 months) (4560g) = \$39.03                  Apprentice Lineman (6th Step—6 months) (4560h) = \$41.20</p>
Effective October 1, 2021	3% increase in base pay for all employees, including the special adjustments listed above
October 1, 2022	3% increase in base pay
October 1, 2023	3% increase in base pay

**(B)** In the 2021/2022 fiscal year, each bargaining unit member shall receive a one-time signing incentive equal to the gross amount of \$2,000.00, less applicable withholdings/deductions, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.

**Section 17.02. Pay Plan.** The wage ranges for all bargaining unit classifications are set forth in Attachment "A" to this Agreement.

**Section 17.03. Promotions.** Any employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of 5% of the employees current rate of pay or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

**Section 17.04. Performance Evaluations and Merit Plan.**

**(A)** Performance Evaluations. It is the City's intent to create and implement an electronic City- wide performance evaluation tool. During the Term of this Agreement, the Performance Evaluation will not impact wages or be used to determine wage rates or increases.



(B) Merit Plan. Many of the IBEW positions will be paid at the top of the position’s scale. For non-journeyman positions, employees begin at the bottom of the pay scale for the position, and upon demonstration of satisfactory progression towards journeyman-level proficiency and skill, receive a merit step raise.

The merit step plan calls for semiannual performance appraisals. The employee’s supervisor will then evaluate the employee to determine whether the employee has successfully completed the probationary period. If not, the supervisor has the option to reject the employee’s probation (the employee loses the job) or to extend the probation another three months, after which another evaluation is done. If the employee successfully completes the probationary period, the employee will receive a raise.

The amount of such raise will vary, depending upon the employee’s classification. If the position is one that tops out (e.g. lineman), the employee will receive a raise to the top of the pay scale. If the position is one that does not top out, then the employee will receive a raise equal to 25% of the difference between the bottom and the top of the range (for those positions with two-year target progressions, e.g. Utility Service Worker) or 12.5% of the difference between the top and bottom of the range (for those positions with a four-year target progression, e.g. Apprentice Lineman, Meterman).

The goal is for employees to receive merit raises only as they become more skilled in their trade, and therefore more useful to the City, as employer. Usually this training process will take approximately two years from date of hire, although there are a few exceptions.

Top-out. Employees filling the following journeyman positions shall be paid at the bottom of their pay scales during their probationary period, and then shall “top out” upon satisfactory completion of their probation:

Shift Supervisor (Shift Leader)	Tree Trimmer Foreman	Meter Service Worker Foreman
Combined Control Room Operator	Tree Trimmer/Spray Technician	Meter Service Worker
Chief Electrician	Tree Trimmer	Meter Reader
Chief Mechanic	Groundman	Water Meter Foreman
Instrumentation and Controls Specialist	Substation Foreman	Water Distribution Foreman
Results Specialist	Meter Foreman	Sewer Collection Foreman
Mechanic/Welder	Meter & Relay Specialist	Treatment Operator A
Power Plant Electrician	Substation Electrician/Lineman	Treatment Operator B
Mechanic	Electric Meterman A	Treatment Operator C
Instrument Technician	Lift Station Foreman	Water/Sewer Electrician
		Water Production Maintenance Mechanic

Water Treatment Operators B and C, as well as Treatment Operator Trainee, do not receive the minimum raise on promotion to the next higher grade since, after six months (and pending

satisfactory completion of the probationary period) those employees would top-out, receiving a substantial pay increase.

Line Foreman, Troubleman, and Lineman positions shall be hired at the top of the pay scale applicable at the time of hiring and are not subject to waiting six months to attain the top of the pay scale.

Evaluations. The employee will receive semi-annual evaluations with an eye towards eventually topping out in the pay scale; each semi-annual evaluation will be progressively more comprehensive, with stricter performance requirements. For example, an Auxiliary Equipment Operator seeking a raise from Merit Step 2 to Step 3 will be required to know how to operate more pieces of apparatus and with greater skill than an Auxiliary Equipment Operator seeking a raise to Step 2.

The evaluation for successful completion of the probationary period shall be on the same form as regular merit step evaluations. Since the employee would be expected (if advanced beyond probation) to perform at journeyman levels, the probationary employee will be judged using the same strict standards as required of any employee seeking the final merit step raise. That is, to complete the probationary period for a top-out position, the employee must demonstrate skill and proficiency at least equal to that of the rest of the employees who are topped-out in that classification. Future evaluation, once the employee has topped-out, by either route, shall be undertaken on an annual basis, for the purpose of review of performance, as a management tool.

The Employee Performance and Skill Level Review form is used in evaluating all bargaining unit members' performance. The employee is graded in two overall categories: General and Skill Level, each of which has approximately ten areas in which the employee is graded by his/her supervisor. The first category rates, as its title suggests, general work habits. The second category focuses on more job-specific aspects of the work. To provide criteria for rating the skill levels, the employee's job description will be attached to the evaluation.

The employee is rated on the following scale: below expectations, meets expectations, or above expectations. Below, Meets, and Above each has a numerical value: 1, 2, and 3, respectively. In order for an employee to receive a merit raise (or to complete probation successfully), the employee must average at least a two and must have no more than two Below ratings in either General or Skill Level.

This means two Belows in the General category or two in the Skill Level category. If an employee has two in one category and one in the other, this would not preclude the employee from receiving a raise, as long as the overall average is at least two. However, an employee, who receives ratings of Above in six Skill Level factors, but Below ratings on the other five factors, would not receive a merit raise, even though the average is 2.1.

This is designed so that employees who are weak in certain areas but who shine in others will not be held back as long as they maintain certain minimum standards. However, only those employees who truly merit a raise will receive one; even though an employee may sufficiently meet expectations so as to remain an employee, such employee may not warrant a merit raise due to sub-par performance in too many areas.

The evaluation also provides space for the rater to list specifics supporting an Above or Below rating; raters must include goals for the employee to achieve in order to improve a Below rating.

Additionally, there is an area for the employee to place their comments, as well as an area for the employee to acknowledge review of the evaluation with the rating supervisor and indicate agreement or disagreement with the evaluation. The employee's chain of command reviews the evaluation, indicating their agreement or disagreement. Once the chain of command has signed off on the evaluation, the original is submitted to Human Resources and the employee receives a copy.

If a reviewing official disagrees with the evaluation, the original evaluation form is provided to Human Resources and a copy is returned to the rater to prepare a revised evaluation, which the rater then reviews with the employee and the process begins again. The reviewing official and the rater are encouraged to discuss the issues before preparing the revised evaluation. Once the revised evaluation is completed and bears the appropriate signatures indicating agreement, the original is submitted to Human Resources and attached to the original evaluation, which is crossed out, to indicate that the original is not to be used for future raises, promotions or evaluations. The employee receives a copy and has the opportunity to discuss the revised evaluation with the Director of Human Resources.

If the employee disagrees with the evaluation, believing that the terms of the collective bargaining agreement have been violated, the employee or the union may grieve the matter. Such grievances will start at Step 4.

The evaluation form is not a disciplinary tool. The employee should not first learn about performance concerns (e.g. safety or attendance) upon receiving the semiannual evaluation. The evaluation is a tool for management and the employee to ascertain the employee's strengths and weaknesses, for the dual purpose of guiding the employee on how to perform the job better and determining whether the employee is prepared for a subsequent promotion. The evaluation does not supplant management rights with respect to discipline for just cause.

**Section 17.05. No Continuing Effect.** Nothing in this Agreement shall be construed to require any increases in wages after the expiration date specified above in section 1.03 except as identified in Section 17.04 above.

**Section 17.06. Longevity Bonus.** No employee shall receive a longevity bonus until a successor agreement is ratified by the parties, unless the employee was eligible to receive longevity prior to September 30, 2011. For an employee who was eligible for longevity prior to September 30, 2011, 70% of the employee's longevity bonus rate will be calculated and used as a fixed 'add pay' amount per hour as of October 1, 2011.

**Section 17.07. State of Emergency.** Once the Electric Utility Director or designee declares a State of Emergency for the Electric Utility, or the Water Utility Director or designee declares a State of Emergency for the Water Utility, employees who are deemed essential to restore utility services to the City shall receive regular pay plus one and one half (1 ½) times regular rate of pay for hours worked until emergency state is undeclared.

**SIGNATURE PAGE**

This Agreement was entered into effective \_\_\_\_\_, 2021.

This Agreement is signed this \_\_\_ day of \_\_\_\_\_, 2021.

CITY OF LAKE WORTH BEACH, FLORIDA  
Reviewed and Approved for Execution

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 359-3

BY: \_\_\_\_\_

Juan Ruiz, Interim City Manager

BY: Ivan Q Soriano

Ivan Soriano, Business Manager  
Local 359-3

BY: \_\_\_\_\_

Betty C. Resch, Mayor

BY: Samuel L Jackson

Samuel L. Jackson, Chair Local 359-3

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_

Glen J. Torcivia, City Attorney

ATTEST:

BY: \_\_\_\_\_

Melissa Ann Coyne, CMC  
City Clerk

**ATTACHMENT "A"**  
EFFECTIVE 10/1/2021

<u>BARGAINING UNIT JOBS (by Division)</u>		<u>PAY SCALE</u>	
Electric Power Production Division			
Operations			
Job Code	Title	Min	Max
4500	Shift leader	\$39.37	\$43.17
4502	Shift leader Relief	\$37.69	\$40.09
4501	Chief Shift Leader	\$43.17	\$45.33
4506	Combined Control Room Operator	\$35.45	\$37.20
4510	Combined Control Room Operator Relief	\$32.34	\$33.95
4514	Auxiliary Equipment Operator	\$23.80	\$30.16
4516	Plant Helper	\$19.95	\$23.53
Maintenance			
Job Code	Title	Min	Max
4520	Chief Electrician	\$39.37	\$43.17
4521	Chief Mechanic	\$39.37	\$43.17
4523	Performance and Environmental Specialist	\$39.37	\$43.17
4522	Instrumentation and Controls Specialist	\$38.00	\$40.91
4526	Results Specialist	\$38.00	\$40.91
4528	Machinist	\$36.32	\$38.09
4530	Mechanic I Welder	\$35.89	\$38.09
4532	Power Plant Electrician	\$35.45	\$37.19
4534	Mechanic	\$35.45	\$37.19
4536	Instrument Technician	\$35.45	\$37.19
4509	Results Technician	\$27.52	\$30.16
4540	Parts & Property Clerk	\$26.16	\$30.77
4542	Apprentice Electrician	\$27.52	\$30.16
4544	Apprentice Instrument Technician	\$29.23	\$30.16
4546	Apprentice Mechanic	\$29.23	\$30.16
4515	Maintenance Foreman	\$43.17	\$45.33
Electrical Transmission and Distribution Division			
Job Code	Title	Min	Max
4552	Line Foreman	\$41.33	\$46.96
4556	Troubleman	\$41.33	\$46.96
4558	Lineman	\$37.86	\$44.67
4559	Utilities Coordinator	\$31.48	\$37.87
4560	Apprentice Lineman (Generally)	\$26.80	\$42.44
4560a	Pre-Apprenticeship (1st 6 months)	\$26.80	\$26.80
4560b	Pre-Apprenticeship (2nd 6 months)	\$29.04	\$29.04
4560c	Apprentice Lineman (1st Step—6 months)	\$31.27	\$31.27

4560d	Apprentice Lineman (2nd Step—6 months)	\$33.51	\$33.51
4560e	Apprentice Lineman (3rd Step—6 months)	\$35.74	\$35.74
4560f	Apprentice Lineman (4th Step—6 months)	\$37.97	\$37.97
4560g	Apprentice Lineman (5th Step—6 months)	\$40.20	\$40.20
4560h	Apprentice Lineman (6th Step—6 months)	\$42.44	\$42.44
4568	Troubleman Helper	\$23.77	\$25.76
4564	Tree Trimmer Foreman	\$25.64	\$28.00
4565	Tree Trimmer I Spray Technician	\$21.56	\$25.10
4566	Tree Trimmer	\$19.95	\$23.51
4569	Groundman	\$19.95	\$23.51
Engineering			
Job Code	Title	Min	Max
4189	Engineer Field Planner	\$39.37	\$43.17
4188	CAD/GIS	\$28.61	\$40.06
Meter, Relays, Customer Service & Substation Work			
Job Code	Title	Min	Max
4570	Substation Foreman	\$39.37	\$46.96
4572	Meter Foreman	\$39.37	\$43.17
4574	Meter & Relay Specialist	\$38.45	\$40.35
4582	Electronic Device Specialist	\$26.51	\$34.66
4576	Substation Electrician / Lineman	\$36.06	\$45.72
4578	Electric Meterman "A"	\$36.35	\$37.93
4580	Electric Meterman	\$25.25	\$31.48
4583	Meter Service Foreman	\$27.16	\$29.53
4584	Meter Service Worker	\$24.04	\$27.14
4586	Meter Reader	\$16.24	\$24.01
Water Distribution Division			
Job Code	Title	Min	Max
4095	General Foreman	\$37.61	\$41.78
4208	Water Meter Foreman	\$28.18	\$32.17
4212	Foreman	\$28.18	\$32.17
4234	Water Meter Repair Worker	\$19.70	\$27.81
4220	Equipment Operator	\$19.70	\$27.81
4226	Utility Service Worker	\$19.70	\$27.81
Sewer Collection Division			
Job Code	Title	Min	Max
4212	Foreman	\$28.18	\$32.17
4225	Line Technician	\$23.77	\$29.18
4220	Equipment Operator	\$19.70	\$27.81
4226	Utility Service Worker	\$19.70	\$27.81
4230	Trainee	\$16.27	\$17.85

Water Treatment Plant Division			
Job Code	Title	Min	Max
4240	Treatment Operator "A"	\$32.05	\$37.16
4242	Treatment Operator "B"	\$30.69	\$32.04
4244	Treatment Operator "C"	\$21.99	\$26.90
4241	Laboratory Administrator	\$32.05	\$37.16
4236	Laboratory Assistant	\$22.89	\$30.03
4246	Water I Sewer Electrician	\$35.45	\$37.19
4248	Water Production Maintenance Mechanic	\$35.45	\$37.19
4238	Water Production Maint. Mechanic Helper	\$22.89	\$30.03
4250	Treatment Operator Trainee	\$18.83	\$21.72
Sewer Pumping Division			
Job Code	Title	Min	Max
4260	Lift Station Foreman	\$25.22	\$35.45
4264	Lift Station Mechanic	\$19.70	\$29.23
4230	Trainee	\$16.27	\$17.85

## EFFECTIVE 10/1/2022

<u>BARGAINING UNIT JOBS (by Division)</u>		<u>PAY SCALE</u>	
Electric Power Production Division			
Operations			
Job Code	Title	Min	Max
4500	Shift leader	\$40.55	\$44.46
4502	Shift leader Relief	\$38.82	\$41.29
4501	Chief Shift Leader	\$44.46	\$46.69
4506	Combined Control Room Operator	\$36.52	\$38.32
4510	Combined Control Room Operator Relief	\$33.31	\$34.97
4514	Auxiliary Equipment Operator	\$24.52	\$31.06
4516	Plant Helper	\$20.55	\$24.23
Maintenance			
Job Code	Title	Min	Max
4520	Chief Electrician	\$40.55	\$44.46
4521	Chief Mechanic	\$40.55	\$44.46
4523	Performance and Environmental Specialist	\$40.55	\$44.46
4522	Instrumentation and Controls Specialist	\$39.14	\$42.14
4526	Results Specialist	\$39.14	\$42.14
4528	Machinist	\$37.41	\$39.23
4530	Mechanic I Welder	\$36.96	\$39.23
4532	Power Plant Electrician	\$36.52	\$38.31
4534	Mechanic	\$36.52	\$38.31
4536	Instrument Technician	\$36.52	\$38.31
4509	Results Technician	\$28.35	\$31.06
4540	Parts & Property Clerk	\$26.95	\$31.69
4542	Apprentice Electrician	\$28.35	\$31.06
4544	Apprentice Instrument Technician	\$30.11	\$31.06
4546	Apprentice Mechanic	\$30.11	\$31.06
4515	Maintenance Foreman	\$44.46	\$46.69
Electrical Transmission and Distribution Division			
Job Code	Title	Min	Max
4552	Line Foreman	\$42.57	\$48.37
4556	Troubleman	\$42.57	\$48.37
4558	Lineman	\$39.00	\$46.01
4559	Utilities Coordinator	\$32.42	\$39.01
4560	Apprentice Lineman (Generally)	\$27.60	\$43.71
4560a	Pre-Apprenticeship (1st 6 months)	\$27.60	\$27.60
4560b	Pre-Apprenticeship (2nd 6 months)	\$29.91	\$29.91
4560c	Apprentice Lineman (1st Step—6 months)	\$32.21	\$32.21
4560d	Apprentice Lineman (2nd Step—6 months)	\$34.51	\$34.51
4560e	Apprentice Lineman (3rd Step—6 months)	\$36.81	\$36.81
4560f	Apprentice Lineman (4th Step—6 months)	\$39.10	\$39.10



4560g	Apprentice Lineman (5th Step—6 months)	\$41.41	\$41.41
4560h	Apprentice Lineman (6th Step—6 months)	\$43.71	\$43.71
4568	Troubleman Helper	\$24.49	\$26.53
4564	Tree Trimmer Foreman	\$26.41	\$28.84
4565	Tree Trimmer I Spray Technician	\$22.20	\$25.85
4566	Tree Trimmer	\$20.55	\$24.22
4569	Groundman	\$20.55	\$24.22
<b>Engineering</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4189	Engineer Field Planner	\$40.55	\$44.46
4188	CAD/GIS	\$29.47	\$41.26
<b>Meter, Relays, Customer Service &amp; Substation Work</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4570	Substation Foreman	\$40.55	\$48.37
4572	Meter Foreman	\$40.55	\$44.46
4574	Meter & Relay Specialist	\$39.60	\$41.56
4582	Electronic Device Specialist	\$27.31	\$35.70
4576	Substation Electrician / Lineman	\$37.14	\$47.09
4578	Electric Meterman "A"	\$37.44	\$39.07
4580	Electric Meterman	\$26.00	\$32.42
4583	Meter Service Foreman	\$27.98	\$30.42
4584	Meter Service Worker	\$24.76	\$27.95
4586	Meter Reader	\$16.73	\$24.73
<b>Water Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4095	General Foreman	\$38.73	\$43.03
4208	Water Meter Foreman	\$29.03	\$33.13
4212	Foreman	\$29.03	\$33.13
4234	Water Meter Repair Worker	\$20.30	\$28.64
4220	Equipment Operator	\$20.30	\$28.64
4226	Utility Service Worker	\$20.30	\$28.64
<b>Sewer Collection Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4212	Foreman	\$29.03	\$33.13
4225	Line Technician	\$24.49	\$30.06
4220	Equipment Operator	\$20.30	\$28.64
4226	Utility Service Worker	\$20.30	\$28.64
4230	Trainee	\$16.76	\$18.39

Water Treatment Plant Division			
Job Code	Title	Min	Max
4240	Treatment Operator "A"	\$33.02	\$38.28
4242	Treatment Operator "B"	\$31.61	\$33.00
4244	Treatment Operator "C"	\$22.65	\$27.71
4241	Laboratory Administrator	\$33.02	\$38.28
4236	Laboratory Assistant	\$23.57	\$30.94
4246	Water I Sewer Electrician	\$36.52	\$38.31
4248	Water Production Maintenance Mechanic	\$36.52	\$38.31
4238	Water Production Maint. Mechanic Helper	\$23.57	\$30.94
4250	Treatment Operator Trainee	\$19.39	\$22.37
Sewer Pumping Division			
Job Code	Title	Min	Max
4260	Lift Station Foreman	\$25.98	\$36.52
4264	Lift Station Mechanic	\$20.30	\$30.11
4230	Trainee	\$16.76	\$18.39

EFFECTIVE 10/1/2023

<u>BARGAINING UNIT JOBS (by Division)</u>		<u>PAY SCALE</u>	
Electric Power Production Division			
Operations			
Job Code	Title	Min	Max
4500	Shift leader	\$41.76	\$45.80
4502	Shift leader Relief	\$39.98	\$42.53
4501	Chief Shift Leader	\$45.80	\$48.09
4506	Combined Control Room Operator	\$37.61	\$39.47
4510	Combined Control Room Operator Relief	\$34.31	\$36.02
4514	Auxiliary Equipment Operator	\$25.25	\$32.00
4516	Plant Helper	\$21.17	\$24.96
Maintenance			
Job Code	Title	Min	Max
4520	Chief Electrician	\$41.76	\$45.80
4521	Chief Mechanic	\$41.76	\$45.80
4523	Performance and Environmental Specialist	\$41.76	\$45.80
4522	Instrumentation and Controls Specialist	\$40.31	\$43.40
4526	Results Specialist	\$40.31	\$43.40
4528	Machinist	\$38.53	\$40.41
4530	Mechanic I Welder	\$38.07	\$40.41
4532	Power Plant Electrician	\$37.61	\$39.46
4534	Mechanic	\$37.61	\$39.46
4536	Instrument Technician	\$37.61	\$39.46
4509	Results Technician	\$29.20	\$32.00
4540	Parts & Property Clerk	\$27.76	\$32.64
4542	Apprentice Electrician	\$29.20	\$32.00
4544	Apprentice Instrument Technician	\$31.01	\$32.00
4546	Apprentice Mechanic	\$31.01	\$32.00
4515	Maintenance Foreman	\$45.80	\$48.09
Electrical Transmission and Distribution Division			
Job Code	Title	Min	Max
4552	Line Foreman	\$43.85	\$49.82
4556	Troubleman	\$43.85	\$49.82
4558	Lineman	\$40.17	\$47.39
4559	Utilities Coordinator	\$33.39	\$40.18
4560	Apprentice Lineman (Generally)	\$28.43	\$45.02
4560a	Pre-Apprenticeship (1st 6 months)	\$28.43	\$28.43
4560b	Pre-Apprenticeship (2nd 6 months)	\$30.80	\$30.80
4560c	Apprentice Lineman (1st Step—6 months)	\$33.18	\$33.18
4560d	Apprentice Lineman (2nd Step—6 months)	\$35.55	\$35.55
4560e	Apprentice Lineman (3rd Step—6 months)	\$37.92	\$37.92

4560f	Apprentice Lineman (4th Step—6 months)	\$40.28	\$40.28
4560g	Apprentice Lineman (5th Step—6 months)	\$42.65	\$42.65
4560h	Apprentice Lineman (6th Step—6 months)	\$45.02	\$45.02
4568	Troubleman Helper	\$25.22	\$27.33
4564	Tree Trimmer Foreman	\$27.20	\$29.70
4565	Tree Trimmer I Spray Technician	\$22.87	\$26.63
4566	Tree Trimmer	\$21.17	\$24.95
4569	Groundman	\$21.17	\$24.95
<b>Engineering</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4189	Engineer Field Planner	\$41.76	\$45.80
4188	CAD/GIS	\$30.36	\$42.50
<b>Meter, Relays, Customer Service &amp; Substation Work</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4570	Substation Foreman	\$41.76	\$49.82
4572	Meter Foreman	\$41.76	\$45.80
4574	Meter & Relay Specialist	\$40.79	\$42.80
4582	Electronic Device Specialist	\$28.13	\$36.77
4576	Substation Electrician / Lineman	\$38.26	\$48.51
4578	Electric Meterman "A"	\$38.56	\$40.25
4580	Electric Meterman	\$26.78	\$33.39
4583	Meter Service Foreman	\$28.82	\$31.33
4584	Meter Service Worker	\$25.50	\$28.79
4586	Meter Reader	\$17.23	\$25.47
<b>Water Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4095	General Foreman	\$39.90	\$44.32
4208	Water Meter Foreman	\$29.90	\$34.13
4212	Foreman	\$29.90	\$34.13
4234	Water Meter Repair Worker	\$20.90	\$29.50
4220	Equipment Operator	\$20.90	\$29.50
4226	Utility Service Worker	\$20.90	\$29.50
<b>Sewer Collection Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4212	Foreman	\$29.90	\$34.13
4225	Line Technician	\$25.22	\$30.96
4220	Equipment Operator	\$20.90	\$29.50
4226	Utility Service Worker	\$20.90	\$29.50
4230	Trainee	\$17.27	\$18.94

Water Treatment Plant Division			
Job Code	Title	Min	Max
4240	Treatment Operator "A"	\$34.01	\$39.43
4242	Treatment Operator "B"	\$32.56	\$33.99
4244	Treatment Operator "C"	\$23.33	\$28.54
4241	Laboratory Administrator	\$34.01	\$39.43
4236	Laboratory Assistant	\$24.28	\$31.86
4246	Water I Sewer Electrician	\$37.61	\$39.46
4248	Water Production Maintenance Mechanic	\$37.61	\$39.46
4238	Water Production Maint. Mechanic Helper	\$24.28	\$31.86
4250	Treatment Operator Trainee	\$19.98	\$23.05
Sewer Pumping Division			
Job Code	Title	Min	Max
4260	Lift Station Foreman	\$26.76	\$37.61
4264	Lift Station Mechanic	\$20.90	\$31.01
4230	Trainee	\$17.27	\$18.94

## ATTACHMENT "B" DISTRIBUTION OF OVERTIME

1. Each Division shall maintain an overtime list, which shall be updated and posted weekly. Overtime will be distributed equally by classification to the best ability of the supervisor, using the posted overtime list as a guide for such distribution. All employees shall appear on the list.
2. At the beginning of each fiscal year (October 1), the overtime list for each classification shall return to zero. All overtime hours worked by an employee (either in his own classification or while relieving/working in another classification) shall be included in totals shown on the respective overtime list. When an employee permanently enters a new classification, the employee shall be placed on the list at the current average overtime of the classification.
3. Supervisors shall offer overtime to the employee on the list who has the lowest amount of overtime (including refusals), except when such assignment would require the employee to work more than sixteen consecutive hours or affect his rest period. After attempting to reach all the personnel on a particular classification's overtime list, the supervisor may call personnel whose rest period may be affected and then go onto the next higher classification list, in order.
4. Any employee who declines an overtime assignment shall have his overtime balance credited with the number of hours of the assignment. The only employees excepted from this requirement are those who are excused from overtime for a fixed period, pursuant to §9.04(F) of the collective bargaining agreement, those who are ill and have previously called off sick from their regularly scheduled shift that day, and those who are on a previously scheduled vacation day. Note: for overtime distribution purposes only, an employee is considered on vacation from the time he finishes work on his last scheduled workday until his scheduled starting time on his first day back from vacation.
5. Overtime records at each division shall be reviewed every four weeks by the division Manager and the division steward, to determine whether overtime assignments have been made in accordance with this policy. If they agree that overtime has been properly assigned, they shall sign the overtime assignment record, otherwise, the matter shall be referred to the grievance procedure outlined in Article 14 of the collective bargaining agreement.
6. For assignments of an emergency nature such as storm or rush work where employees are temporarily assigned away from their regular headquarters and required to be away overnight for the City or other utilities, in or out of State. The City will select the classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first.

**ATTACHMENT "C"**

1. Ordinance 2021-\_\_\_ regarding Pension.
2. MOU Apprentice Lineman Classification-December 22, 2011.

**Attachment C-1**

Ordinance 2021-\_\_\_ regarding Pension



**Attachment C-2**

MEMORANDUM OF UNDERSTANDING

By and between

The City of Lake Worth, Florida

And

The International Brotherhood of Electrical Workers, Local 359

In the interest of producing quality service and an experienced workforce, the Utilities Department at the City of Lake Worth (City) is reestablishing an apprenticeship program. The International Brotherhood of Electrical Workers, Local 359 (Union) and the City of Lake Worth have reached an agreement on the details of the program as they relate to wages hours and terms and conditions of employment affecting the Apprentice Linemen position. Each Apprentice shall receive a copy of this agreement and program standards and confirm written receipt.

The City's program conforms to the state approved "Standards of Apprenticeship for the City of Lake Worth Utilities Apprenticeship Program" registered with the Department of Education -Division of Career and Adult Education - Apprenticeship. The terms of the apprentice program are not intended to conflict with the collective bargaining agreement and any conflict between the two shall be resolved in favor of this MOU.

The Apprenticeship Committee shall consist of eight (8) member representatives from the City. The Committee shall include a Chairman and a Secretary. The Union shall appoint four members to serve on the Committee and the City shall appoint four members to serve on the committee. The Committee shall meet quarterly and as often as necessary to conduct business. Each member appointment on the Committee is a two-year term.

The apprentice agrees that during and for a minimum of two years after completion of training, he/she is obligated to remain in the employment of the City of Lake Worth. If employee resigns of his own volition during this time, he must reimburse the employer the total cost of the related technical training as defined by the City, and all supplies and materials relating to this training must be returned in a usable condition.

Classroom apprentice absences will not be tolerated. Two unauthorized absences shall result in disqualification from the program. All students that are absent for any reason, must complete an absentee form (Attachment). All absences and tardiness MUST be made up prior to the end of the next month.

Wages

Whereas the City of Lake Worth is establishing an electric lineman apprenticeship and the apprentice step classifications are not addressed in the current collective bargaining agreement, this memorandum of understanding is meant to establish the pay scales for each step of the apprenticeship program.

The first year, (2-step) program is managed by the City of Lake Worth; the second, third, and fourth years

(6-steps) are registered with and per the State of Florida approved apprenticeship program.

The apprentice will be required to attend after-hours training during the 4 year program, generally held one night per week for three hours and one Saturday per month. Such after-hours training will be uncompensated.

Rates of pay are based on a percentage of journeyman lineman scale. As per the State of Florida registered apprenticeship the rates of pay are as follows:


Pre-apprenticeship	Apprenticeship	Journeyman
1st 6-month (60%) \$17.51		
2nd 6-month (65%) \$18.97		
	1st Step(70%) \$20.43	
	2nd Step (75%) \$21.89	
	3rd Step (80%) \$23.34	
	4th Step (85%) \$24.80	
	5th Step (90%) \$26.26	
	6th Step (95%) \$27.72	
		\$29.18*

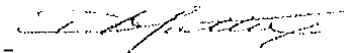
\*Upon passing the Journeyman Lineman test, the employee will receive 100% of the Journeyman Lineman Scale, and will be advanced to a Journeyman Lineman position.

Signed by the duly authorized representatives of the referenced parties this 21st day of December 2011.

FOR THE CITY

FOR THE UNION

  
 \_\_\_\_\_  
 Mark A. Gray  
 12/22/11

  
 \_\_\_\_\_  
 12.22.11

| October 1, 2018December 7, 2021 – September 30, 20212024

***COLLECTIVE BARGAINING AGREEMENT***

BETWEEN

| THE CITY OF LAKE WORTH BEACH

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 359-3

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## PREAMBLE

This agreement is entered into by the City of Lake Worth Beach, Florida, hereinafter referred to as the "City", and the International Brotherhood of Electrical Workers, Local 359-3, hereinafter referred to as the "Union" for the purpose of promoting harmonious relations between the City and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment as provided by law.

Therefore, the parties mutually and in good faith agree to the following:

## ARTICLE I

### GENERAL CONDITIONS- RECOGNITION AND REPRESENTATION

**Section 1.01. PERC Certification Recognition.** The City recognizes the rights of its employees to organize and to bargain collectively through representatives of their own choosing. The Union is hereby recognized as the exclusive collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for all employees of the City as certified by the Public Employees Relations Commission (PERC) Certification No. 52, dated March 20, 1981, as amended by Orders of December 18, 1984 and August 11, 1994, and any subsequent PERC orders. The City agrees to meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement. ~~No employee who is a member of another bargaining unit certified by PERC will be assigned to perform the job functions of those employees covered by the PERC certification described in this Section.~~

**Section 1.02. Bargaining Unit Work.** ~~No employee who is a member of another bargaining unit certified by PERC will be assigned to perform the job functions of those employees covered by the PERC certification described in this Section.~~ Non-bargaining unit personnel shall not perform any IBEW job functions covered by the PERC Certifications described in this section, except in the event of violation of state or federal law or where there is an immediate threat to the public health, safety, and welfare.

**Section 1.023. No Strikes/Lockouts.** The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, including but not limited to creation of labor management committees to address certain issues as they arise, without interruptions of the services provided. The Union agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by Union members covered by this Agreement. The City agrees that there shall be no lockouts or other concerted refusal to allow the employees to perform work.

**Section 1.043. Term.** This Agreement shall become effective ~~retroactively on October 1, 2018~~ after a majority of those bargaining unit members voting on the question of ratification and after ratification by the City Commission on behalf of the City. This Agreement shall remain in effect through September 30, ~~2021~~2024.

#### **Section 1.054. Amendments**

(A) Negotiations for the period after the three (3) year term of this agreement may be initiated by either party by providing written notice at least ninety (90) days prior to the expiration date, September 30, ~~2021~~2024. Such notice shall identify the articles the party seeks to reopen.

(B) Unless otherwise specified herein, the existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes of the specific terms of this Agreement.

(C) The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of both parties.

(D) Failure to provide written notice of intention to negotiate, as set forth in paragraph (A)

herein, will automatically extend the provisions and terms of this agreement for a period of ninety (90) days. Failure to request bargaining within that second ninety (90) day period shall extend the agreement for an additional ninety (90) days. Failure to request bargaining within the third ninety (90) day period shall extend the agreement for an additional one hundred and eighty (180) days.

(E) The City will provide a copy of the current Agreement to all Bargaining unit employees. The Collective Bargaining Agreement will be available on the City's website. The City will be responsible for updating the contract on the website as necessary.

## ARTICLE II

### DEFINITION OF TERMS

#### Section 2.01. Definitions

(A) Employee: The term "employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining unit. All references to employees in the Agreement designate both sexes, and whenever ~~the male~~ gender is used, it shall be construed to include ~~both male and female employees~~ all genders and gender identities.

(B) City: City of Lake Worth Beach, State of Florida, its administrative-representative(s) or agent(s).

(C) Electric Utilities Director: The Director of the ~~Lake Worth Electric~~ Utilities Department, ~~City of Lake Worth, State of Florida,~~ or his/hers designated representative.

(D) Water Utilities Director: the Director of the Water Utilities Department or a designated representative.

~~(DE)~~ Business Manager: That person elected to represent the members of Local Union

~~(EF)~~ PERC: The Florida Public Employees Relations Commission.

~~(FG)~~ Management: The term "management" as used in this Agreement shall refer to the City Manager, ~~Utilities Department~~ Directors, Assistant ~~Utilities Department~~ Directors, Division Managers and Assistant Division Managers, and any other persons designated by the Electric Utilities Director or the Water Utilities Director.

~~(HG)~~ Public Employees Relations Act (PERA): Florida Statutes, 447, Part II, Chapter 74-100.

~~(HI)~~ Probationary Employee: A regular full-time employee serving a probationary period prior to final appointment in that position.

~~(IJ)~~ Probationary Period: A six month period of time during which the City will evaluate an employee's performance and ability and decide whether or not the employee is to be retained.

~~(JK)~~ Union: International Brotherhood of Electrical Workers, Local Union 359-3.

~~(KL)~~ Work Week: Five (5) consecutive days, forty (40) hours per week.

~~(ML)~~ Doctor's Certificate: A physician's statement attesting to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

~~(MN)~~ Anniversary Date: The date an employee begins employment and the same date in following years. It is also the date from which vacation and sick leave is computed. This date changes if

an employee is in a non-pay status for a period of thirty (30) days or more, and then the anniversary date is deferred by an equivalent amount.

|           (~~NO~~) Immediate Family: includes spouse, children, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, Aunt, Uncle, Brother-in-law, Sister-in-law, Grandparents of Spouse, legal guardian, domestic partner, and sole dependent residing in the same household as allowed by the Internal Revenue Service.

|           (~~OP~~) Insubordination: The refusal on the part of an employee to submit to the authority vested in management.

## ARTICLE III

### EQUAL OPPORTUNITY AND NON-DISCRIMINATION

**Section 3.01.** The City and the Union agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without regard to race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status, veteran or military status, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law~~race, color, creed, sex, age, physical handicap, national origin or marital status.~~

**Section 3.02.** The Union will not discriminate with regard to representation of its bargaining unit members, or with regard to terms and conditions of membership because of race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status, veteran or military status, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law~~race, color, creed, sex, age, physical handicap, national origin or marital status.~~

**Section 3.03.** The right of employees to belong to, participate in or refrain from belonging to the Union shall not be prohibited, abridged or interfered with, by the City. In addition, the City agrees that there shall be no discrimination against any employee because of his-their membership or nonmembership in the Union.

**Section 3.04. Bulletin Boards:** The City will permit the Union to use space on bulletin boards so designated in the various divisions where members of the Union are employed. This bulletin board space shall be used for posting authorized Union notices, but restricted to the following:

- (A) Notices of Union recreational and social affairs.
- (B) Notices of Union elections and results of such elections.
- (C) Notices of Union appointments.
- (D) Notices of Union meetings.
- (E) Notices of educational materials supplied by the Union.

A copy of any material(s) to be posted on the bulletin board, as specified above, shall be supplied to the office of the Electric Utilities Director and Water Utilities Director at the time of such posting. All notices shall be signed by the Business Manager of the Union or an authorized officer so designated in writing by the Union to the Electric Utilities Director and Water Utilities Director.

**Section 3.05. Use of City Property:** Employees shall use City property, equipment, tools and vehicles in a safe and prudent manner, following all safety regulations. Employees shall not use City property, equipment or vehicles except in the performance of their official duty, nor permit use by an unauthorized person.

**Section 3.06. City Identification.** No employee whose duties involve the use of a badge, card, clothing insignia, or clothing (including work boots) as evidence of authority or for identification purposes shall permit such badges, cards, insignias or clothing (including work boots) to be used or worn by anyone who is not authorized to use or wear same. If the City provides such badges, cards, insignias, or clothing (which

must be OSHA-compliant), they shall be worn during any period for which the employee is working, and used only in the performance of the employee's official duties.

## ARTICLE IV

### MANAGEMENT RIGHTS

**Section 4.01.** The Union recognizes that the City has and will continue to retain whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated, or modified by the expressed provision of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include but not be limited to the following:

- (A) To manage and direct the employees of the City.
- (B) To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
- (C) To suspend, demote, discharge, or take other disciplinary action against employees for proper cause.
- (D) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (E) To maintain the efficiency of the operations of the City.
- (F) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (G) To determine the organization of the City.
- (H) To determine the number of employees to be employed by the City.
- (I) To determine the number, types and grades of positions of employees assigned to an organizational unit, division or special project.

**Section 4.02.** Delivery of services in the most efficient, effective and courteous manner is of paramount importance to the City ~~of Lake Worth~~. Accordingly, the Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

**Section 4.03.** The City agrees that quarterly meetings, mutually agreed upon between IBEW (Union) representatives and the Labor Relations Officer will be held to discuss problems and objectives of mutual concern involving the implementation and administration of the Labor Agreement. The committee shall consist of two (2) members designated by the Union and two (2) members designated by the City. The Union shall be represented by members of the IBEW Collective Bargaining Unit (CBU). The City (Employer) shall be represented by two (2) employees that are not members of a bargaining unit. The Employer membership shall consist of the City Manager or designee and one (1) other employee not within any Bargaining Unit to be selected by the City Manager. The Labor Management committee shall meet to discuss: a) improvements in systems, procedures and equipment; b) ideas for improvement of methods of personnel training, development, selection and promotion; c) problems and objectives of mutual concern, including those related to employee relations and administration of this agreement; d) other matters of mutual concern.



**Section 4.04. Emergency Suspension of CBA.** If civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Electric Utilities Director or designee (for the Electric Utility) or the Water Utilities Director or designee (for the Water Utility) during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 4.05. Personnel Policies.** In order to assure uniformity of treatment of all employees of the City, including those covered by this agreement, all provisions not addressed in this agreement shall be governed by ~~Resolution No. 28-91 "City of Lake Worth Personnel Policy" effective July 1, 1991 (as amended through October 1, 1995) except for §§ 7C(2), 7C(3), 7E, and 17 (Bonus Days) thereof; and Resolution U-8-78 is hereby superseded in its entirety~~the City's Employee Personnel Policies Handbook dated April 4, 2017. Any proposed changes to the "Handbook" that affect the bargaining unit members will be sent to the union representatives.

**Section 4.06. Drug Testing.** The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation for DOT-covered CDL drivers of commercial motor vehicles.

#### **Section 4.07. Alcohol and Substance Abuse Policy**

The City is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job; reports to work under the influence of drugs or alcohol; possesses, distributes, or sells drugs in the workplace; or abuses alcohol on the job. Therefore, the City has established the following policy:

##### (A) Policy

1. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job;
2. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol;
3. It is a violation of this policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications);
4. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace;
5. It is a condition of employment to abide by the Drug-Free Workplace Policy;
6. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individual privacy with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the City.

##### (B) Authority for Drug & Alcohol Testing

The City has implemented this policy in accordance with the program requirements outlined in Florida Statute § 440.102.

(C) Definitions

1. Drug: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

2. Drug Test or Test: any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

3. Initial Drug Test: a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective forum.

4. Job Applicant: a person who has applied for a special-risk or mandatory testing position with the City and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test.

5. Mandatory Testing Position: a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute § 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

6. Medical Review Officer or MRO: a licensed physician, employed with or contracted with the City, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

7. Prescription or Nonprescription Medication: a drug or medication obtained pursuant to a prescription as defined by Florida Statute § 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

8. Special-Risk Position: a position that is required to be filled by a person who is certified under Chapter 633 or 943 of the Florida Statutes.

(D) Types of Testing Required

1. Job Applicant Drug Testing: Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test, shall be used as a basis for declining to offer employment to the applicant.

2. Reasonable Suspicion Drug & Alcohol Testing: Employees will be tested following any observed behavior creating "reasonable suspicion." These behaviors may include the following:

a. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol;

b. Abnormal behavior while at work or a significant deterioration in work performance;

c. A report of drug use, provided by a reliable and credible source;

d. Evidence that an individual has tampered with a drug test while working for the City;

- e. Information that an employee has caused, contributed to, or been involved in, an accident while at work;
- f. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the City's premises or while operating the City's vehicles, machinery, or equipment; and
- g. Post-accident in City-owned vehicles.

\_\_\_\_\_ If a determination is made that an employee is to be tested pursuant to ~~this provision~~ a determination of reasonable suspicion, the employee will be placed on paid administrative leave until the results of the drug and/or alcohol test is completed and results conveyed to the employer.

3. Follow-Up Testing: If the City requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the City is not required by law to conduct follow-up testing, but may do so in its discretion.

4. Routine Fitness-For-Duty Testing: Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.

5. Random Testing of Mandatory Testing and Special Risk Positions: employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

#### (E) Confidentiality

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug-Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The City, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the affected individual in accordance with Florida's Drug-Free Workplace Act and other applicable laws or regulations. All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws.

After the employee signs a voluntary waiver/release the appropriate designated union representative shall be notified within twenty-four (24) hours that the results of the blood/alcohol test and the second verification sample are finalized.

#### (F) Drugs to Be Tested

The City will test for the following drugs: ALCOHOL, AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, OPIATES, PHENCYCLIDINE (PCP), METHAQUALONE, BARBITURATES, BENZODIAZEPINES, METHADONE AND PROPOXYPHENE.

#### (G) Testing Location

The City only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services. You may be

tested at the following laboratory:

Please see the Human Resources Department for testing location(s). Or a facility designated by the City. Please see the Human Resources Department for additional information.

#### (H) Testing Procedures

Employees or job applicants may confidentially report the legitimate use of prescription or nonprescription medications both before and after being tested to the testing laboratory and the Medical Review Officer.

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

#### (I) Challenging Results

Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the City explaining or contesting the test result, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the City, the employee will be notified by the City in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory. Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant to Florida's Drug-Free Workplace Act. Employees are solely responsible for all costs associated with any challenge.

#### (J) Consequences of Positive Confirmed Test Result

Job applicants receiving a positive confirmed test result shall not be hired. Any employee receiving a positive confirmed test result for the first time shall be subject to a maximum suspension of two (2) days and shall be referred to an appropriate Employee Assistance Program and must remain in the substance/alcohol program for the prescribed duration at the employee's sole expense, but may use accrued leave to cover absences associated with such treatment. The employee will be placed on unpaid leave when the accrued leave balances are exhausted. The employee may return to work upon successful completion of the program or upon release to work by the clinical program director, whichever occurs first. If the employee fails to timely enter into or complete the treatment program, or fails or cannot be rehabilitated, the employee will be terminated for employment.

If a non-probationary employee subsequently tests positive for alcohol or drugs prohibited by this policy, the employee shall be terminated from employment.

Additionally, an employee receiving a positive confirmed test result may lose his or her right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

The City may also discipline the employee for the consequences of their alcohol/substance abuse (e.g. absenteeism) even on a first offense.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his or her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

(K) Consequences of Conviction for Violation of Criminal Drug Statute Occurring In the Workplace

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than 5 (five) calendar days after such conviction. Within 30 calendar days of receiving such notice from a convicted employee, the City shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;
- Require the employee to participate satisfactorily in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(L) Consequences of Refusing To Submit To Drug/Alcohol Testing

An employee who refuses to submit to drug testing shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within 2 (two) hours of being directed to report by the City. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- Failed to remain at the testing site until the testing process is complete;
- Failed to provide a urine specimen for any drug test, or failure to provide a blood specimen for alcohol testing;
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen;
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failed or declined to take a second test that the City or collector has directed the employee to take;
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the City;
- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an accident or to allow the City access to medical records containing the results of such tests, or attempted to block the release of such specimens or medical records;
- Failed to cooperate with any part of the testing process (e.g., refused to empty pockets when so directed by the collector, behaved in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

(M) Medications That May Alter or Affect the Drug Test

Some common medications may alter or affect a test result. They are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive.

ALCOHOL All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

CANNABINOIDS Marinol (Dronabinol, THC).

COCAINE Cocaine HCl topical solution (Roxanne).

PHENCYCLIDINE Not legal by prescription.

METHAQUALONE Not legal by prescription.

OPIATES Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

BARBITURATES Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.

BENZODIAZEPINES Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE Dolophine, Metadose.

PROPOXYPHENE Darvocet, Darvon N, Dolene.

(N) Employee Assistance Programs

- Narcotics Anonymous Help-line: 561-848-6262
- Drug Abuse Foundation of Palm Beach County: 561-278-0000
- Palm Beach AI-Anon/AI-a-Teen Information Service: 561-882-0308
- Alcoholics Anonymous (Palm Beach County): 561-655-5700
- Comprehensive Alcoholism Rehabilitation Program: 561-844-6400
- City's Employee Assistance Program: Please see the Human Resources Department.

The City does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

Rights of the City and the Employee

~~The City recognizes that City employees are not immune from the problems which face society in general. The problems of alcohol and substance abuse have become widespread throughout our community and nation. The purpose of this new policy is to reduce and hopefully eliminate alcohol and drug abuse by employees, while also recognizing the rights of employees to privacy and protection from searches of any kind, which are inherently intrusive, and which should not be undertaken except for real problem situations. This policy is intended to be corrective rather than punitive in application. Employees found to have an alcohol or substance abuse problem will be given one opportunity for rehabilitation before termination from employment is imposed unless, however, while under the influence the employee violates a policy that would normally substantiate termination. Random drug testing may be conducted consistent with law (e.g., safety sensitive personnel). All employees are considered safety sensitive for purposes of this policy unless otherwise agreed to by the parties.~~

~~(B) Alcohol/Substance Abuse Prohibited~~

~~All City Employees shall:~~

- ~~1. Refrain from impairment for duty by use of illegal drugs, alcohol and/or a controlled substance;~~
- ~~2. Not use any illegal drugs, controlled substance on or off duty not prescribed for use by a licensed physician;~~
- ~~3. Not possess illegal drugs, prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and~~
- ~~4. Refrain from using illegal drugs, prescribed medication on duty in a manner that does not substantially conform to the direction of the prescribing physician. Said use shall not result in the employee's impairment while on duty.~~

~~(OE) Voluntary Assistance Program~~

On one occasion prior to being directed to submit to a drug or alcohol test, employees who voluntarily seek help for an alcohol or substance abuse problem will be given whatever assistance possible in being placed in an alcohol substance abuse program approved by the City and the Union until the approved program administrator is able to state that the employee has been successfully rehabilitated. This one opportunity to receive voluntary assistance shall not constitute the first drug/alcohol event for the purpose of discipline. The City will not pay for this program. However, the employee may elect to utilize their EAP and insurance benefits. While in the program, the employee may use his accrued and unused sick leave, vacation time, LWOP, or other leave as authorized by law including FMLA if eligible, if it is necessary to take time off. The employee will also be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee for work, whichever occurs first, but with no loss of status consistent with City policy.

~~(D) City's Right to Test for Alcohol/Substance Abuse~~

~~1. Reasonable Suspicion Drug Testing~~

~~All City employees are subject to the least intrusive scientifically accepted method to render the results for the suspected substance if the employee has acted in violation of Section 2 of this Article. If a determination is made that an employee is to be tested pursuant to this provision, the employee will be placed on administrative leave until the results of the drug and/or alcohol test is completed and results conveyed to the employer.~~

~~(b) In order for an employee to be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the department head (or designee) must:~~

~~i. Give the employee and Union written notice (giving written notice to the Union shall not delay receipt of testing of the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or urinalysis; and~~

~~ii. Have reasonable suspicion, based on specific objective facts, that the employee has~~

~~abused alcohol and/or a controlled substance as prescribed in Section 2 of this Article. Reasonable suspicion of alcohol/substance abuse must be certified by the department head (or designee) and, whenever possible, a corroborating witness.~~

~~Consistent with law, employees may be randomly tested (safety sensitive personnel).~~

~~2. Procedure for Positive Screen~~

~~In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Review Officer) is the only certified person to notify that employee and employer. The MRO notifies the employee immediately upon the laboratory's confirmation to him/her, and then the MRO notifies the City and the Collector. The employee must contact Human Resources/Risk Management immediately. HR makes an appointment with the Employment Assistance Program Director (EAP), and has the employee sign a Release. The employee must remain in the EAP Program for their prescribed duration. The employee may return to work upon successful completion of the program. If post completion treatment is prescribed, it is the employee's responsibility to pay for those visits, as well as the initial program. All visits/classes are to be scheduled after working hours.~~

~~3. Upon obtaining a waiver of confidentiality from the involved employee a union representative may accompany an employee at the collection site and follow chain of custody until the sample is sealed and initialed by the collector.~~

~~(EP) Grieving Reasonable Suspicion. If an employee covered by this Agreement disputes the ~~department head's~~ certification of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test as ordered by the ~~department head~~City, while simultaneously filing a grievance over the order. Such grievance may be immediately processed and arbitrated under the expedited arbitration rules of the Federal Mediation and Consolidation Service. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen or the results shall not be acted upon.~~

~~Refusal to submit to testing is grounds for termination from employment.~~

~~(F) Blood/Urine Tests~~

~~1. In testing for the presence of alcohol, the City shall utilize a generally accepted test procedure, which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measure of .08 or greater is evidence of impairment.~~

~~2. In testing for the presence of controlled substances, the City shall in the first instance utilize an immunochemical assay or radioimmunoassay test (i.e., EMIT) or current scientifically accepted testing methods on the employee's urine. If the initial test is positive for a controlled substance, the same urine specimen shall be subjected to a further testing using a scientifically accepted testing method for verification. A portion of the urine sample shall be retained for a second verification test as provided herein. If both the initial test and the verification test are positive for a controlled substance, the employee shall be notified of the results by the City's MRO. In order to timely provide such notification, the employee shall be required to contact, by telephone or in person, the Human Resources Director (or acting Human Resources Director), immediately upon hearing from the MRO.~~



~~3. — A reliable state licensed clinical laboratory shall conduct all blood/urine tests.~~

~~a. — After the employee signs a waiver/release the appropriate designated union representative shall be notified within twenty four (24) hours that the results of the blood/alcohol test and the second verification sample are finalized.~~

~~4. — The City shall keep the results of any testing confidential, except as to disclosure to the department head, City Manager, and the employee. Furthermore,~~

~~(Q) a~~ Any results of positive testing, which are later refuted, shall have affixed thereto the subsequent refutation.

~~(G) — Rehabilitation~~

~~1. — In the event that the results of the blood/alcohol test or second urine verification test are positive, the employee will immediately contact the City's EAP and enter and remain in an alcohol/substance program approved by the City and the Union until the approved program administrator is able to state that the employee has successfully completed the treatment protocol. The employee will be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.~~

~~2. — If the employee fails to complete the treatment program, he or she will be terminated from employment. The employee may use accrued leave while in the rehabilitation program, or take leave without pay.~~

~~3. — If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.~~

~~(H) — Recurring Alcohol/Substance Abuse~~

~~If an employee subsequently tests positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.~~

~~(I) — Discipline Pending Rehabilitation~~

~~On one occasion an employee shall not be disciplined pursuant to Section 3 for alcohol/substance abuse if prior to violating this policy, the employee enrolls in and successfully completes the rehabilitation program. However, employees who are under the influence while on duty may be disciplined with a maximum suspension of two days. Additionally, this Section does not prevent the City from disciplining the employee for the consequences of their alcohol/substance abuse (e.g. absenteeism).~~

## ARTICLE V

### NO STRIKE PROVISION

**Section 5.01.** The Union agrees not to engage in a strike, work stoppage, slowdown or other forms of interference with the operation of the City.

**Section 5.02.** Any employee who participates in or promotes a strike, work stoppage, or other form of interference with the operation and mission of the City's Electric or Water Utilities Departments shall be subject to discipline including those forms of discipline prescribed by law.

**Section 5.03.** In the event of a strike, work stoppage or interference as defined presently in the Public Employees Relations Act, Section 447.203(6), with the operation and accomplishment of the mission of the ~~City's Utilities Department~~City Manager, the President of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the City Manager~~Utilities Director~~ within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

**Section 5.04.** Failure to abide by the terms set forth in this Article may cause the city to seek appropriate judicial and administrative relief.

**Section 5.05.** The City agrees not to lock out the employees during the term of this Agreement.

## ARTICLE VI

### FILLING OF VACANCIES

**Section 6.01. Considerations.** In the filling of any jobs, vacancies and making promotions, full consideration will be given, but not be limited to the following: ability, qualifications, evaluations, classification and service seniority and tests as deemed applicable by the City for the existing vacancy.

**Section 6.02. Temporary Transfers.**

(A) A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one division to another. The employee shall retain the same status in the new position that he/she had in the previous position. The duration of a transfer shall be dependent upon the operating needs of the City.

(B) An employee who is temporarily transferred shall receive the maximum pay rate of the job, if such rate is higher. When the pay rate is lower the employee shall receive the pay ~~he/she~~the employee had before the transfer.

**Section 6.03. Permanent Transfers.**

(A) A regular full-time employee may be transferred to meet the needs of the service, and may require the employee to move from one division to another. In addition, an employee upon request and acceptance of the appropriate Division Manager(s) and the ~~Utilities~~ Director, may be transferred from ~~his~~the current position to any other for which ~~he~~the employee is qualified. The employee shall retain the same seniority in the new position that ~~he~~the employee had in the previous position.

(B) An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.

**Section 6.04. Intra-Divisional Transfers.** The ~~Electric~~ Utilities Director or Water Utilities Director may, at any time, transfer any employee under ~~his/her~~their applicable jurisdiction from one position to another in the same pay class in the same division. An intra-divisional transfer of an employee to a position of another pay class shall be made only with the approval of the ~~Utilities~~Utilities-applicable Director.

**Section 6.05.** All transfers covered by this Agreement will be made without loss of seniority.

**Section 6.06. Promotions.** Vacancies in positions above the lowest rank in any category will be filled as far as practical, within EEOC guidelines, by the promotions of employees in the City's service.

**Section 6.07. Job Posting.** Vacancies for positions within the bargaining unit shall be posted for a period of ten (10) business days, excluding weekends and holidays, on the bulletin board space provided to the Union.

**Section 6.08. Reinstatements.** Reinstated employees are considered new employees for purposes of vacation, leave, salary increases, and seniority.

**Section 6.09. Appointment Above Minimum.** An appointment to a position in the Electric Utilities Department or Water Utilities Department at above the minimum of the pay grade applicable to the job title shall be made only with the approval of the Utilities-applicable Director.

## ARTICLE VII

### **SENIORITY, ~~AND LAYOFF~~, AND ADDITIONAL DUTIES IN HIGHER CLASSIFICATION**

**Section 7.01. Defined.** Seniority shall be defined in the following manner:

(A) Seniority - The total length of continuous employment with the City in the Electric Utilities Department ~~or Water Utilities Department~~.

(B) Employees promoted into management and subsequently returning to a position in the bargaining unit will return with zero seniority upon ~~his or her~~their return. Seniority will accumulate upon ~~his/her~~the employee's return date.

**Section 7.02. Loss of Seniority.** Employees shall lose their seniority as a result of the following:

(A) Termination

(B) Retirement; except those employees in the Deferred Retirement

(C) Voluntary Resignation

(D) Layoff exceeding one (1) year

(E) Failure to report to the Utilities Director intention of returning to work, within ten (10) calendar days of receipt of recall, as verified by certified mail, return receipt.

(F) Failure to report from military leave within the time limits prescribed by law.

**Section 7.03. Order of Layoff.** The City will determine the classification and numbers of the employees to be laid off. When the layoff occurs, the probationary employees shall be laid off first, then regular full time employees, in the inverse order of their seniority at the time of the layoff. Newly hired probationary employees shall have no recall rights, whereas newly promoted or transferred probationary employees may have recall rights as set forth in this section.

(A) All layoffs, demotions or adjustment resulting therefrom shall be made in the inverse order of seniority, in the respective divisions covered by this Agreement. Any employee who is displaced from a job as a result of a reduction in forces by the Utilities Department will be entitled to roll into any jobs for which ~~he/she~~the employee has seniority and qualifications.

(B) No full-time employee shall be laid off while another person in a position is employed on a probationary, part-time or temporary basis in the same classification.

**Section 7.04. Same Seniority Tie Breaker.** In the event that two or more employees affected have the same exact amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.

**Section 7.05. Recall Rights.** Regular full-time employees on layoff status will retain recall rights for

one (1) year.

Recall will be made by certified mail to the last known address in the employee's personnel record.

**Section 7.06. Procedure for Accepting Recall Position.** Within ten (10) calendar days of the certified receipt date, laid off employees must signify in writing their intention of returning to work to the Human Resources/Utilities Director's office. Failure to respond to this notice within the prescribed time limit previously stated above shall constitute a voluntary resignation by the employee.

**Section 7.07. Rehire Process on Recall.** Recall will be offered to laid off employees, other than those employees who are on probationary status at the time of the layoff, provided they are physically qualified and able to perform all of the duties of the job. After a job offer, the City reserves the right to require the laid off employee to submit to a physical, consistent with City policy for new hires, prior to resuming his/her employment.

**Section 7.08. Recall Order.** When employees are recalled from layoff, the employee with the greatest seniority shall be recalled first. Example: When one employee has more service seniority time ~~he or she~~ the employee shall retain that job if a layoff should occur. The individual with less seniority time shall have the opportunity to roll back into any job which was successfully held previously if the employee meets the qualifications as per the job description. The employee's service seniority time shall have to be greater than the employee who now holds that position.

**Section 7.09. Replacements and Advancements.** When ability and qualifications are relatively equal, as determined by the City, seniority rights shall govern replacements and advancements for all employees under this jurisdiction in the Lake Worth Utilities Department ~~employees covered by this Agreement~~. A job classification shall be deemed to be "higher" when it carries a higher scheduled maximum. The term "promotion" shall mean advancement to a higher job classification.

**Section 7.10. Additional Duties.**

When an employee is assigned duties above his classification during vacations, ~~or~~ anticipated long illnesses, or is temporarily transferred to a higher classification, the employee selected shall be determined by the provisions of Section 7.09 above. Except for employees filling the position of Foreman, Troubleman, or equivalent, after working in the temporary position or assignment ~~for one day~~ the employee shall ~~be compensated at the pay grade of the position which the employee is temporarily filling which provides an increase in pay. If there are no steps for a particular position, then the employee shall receive the hourly rate paid for the position. Any employee filling a temporary transfer assignment within the bargaining unit shall receive an increase in pay equal to the greater of 5% of the employees' current rate of pay or the bottom pay rate of the position to which the employee is filling not to exceed the mid point of the new position for all hours actively worked~~ during the period of the temporary assignment.

When an employee is required to perform additional duties that are not in a higher classification and when the employee is not temporarily transferred to a higher classification, the employee selected shall be determined by the provisions of Section 7.09 above. Except for employees filling the position of Foreman, Troubleman, or equivalent, the employee shall receive an increase in pay equal to 5% of the employee's current rate of pay for all hours actively worked while performing the additional duties.

**Section 7.11. Death.** All compensation and benefits due to the employee as of ~~his/her~~the employee's death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by properly executed forms in the employee's personnel folder.

## ARTICLE VIII

### PROBATIONARY PERIOD

**Section 8.01. Purpose.** The probationary or "working test" period is used to observe the new employee's work, to secure the most effective adjustment of a new employee to the position and to reject any employees whose performance does not meet the required work standards.

#### **Section 8.02. Duration**

(A) The initial probationary period shall be for a term of six (6) months from the first day of work. However, with the approval of the ~~Utilities-applicable~~ Director the probationary period may be extended by one three (3) month period.

(B) The probationary period for promotions shall be six (6) months from the first day of work in the position to which the employee was promoted. However, with the approval of the ~~Utilities-applicable~~ Director the probationary period may be extended by one three (3) month period.

(C) When the employee successfully completes the initial probationary period as determined by the Division Manager and the ~~Utilities-applicable~~ Director, ~~he/she~~the employee will be placed on regular full time status.

(D) A probationary employee is neither required to join, nor prohibited from joining the Union.

(E) The eCity will notify the Union Chairman or designee when a probation extension occurs to explain reason and plan of action for the employee.

**Section 8.03. Evaluation of Performance.** During the probationary period the Division Manager or his designee shall request a report of the Supervisor's observation of the probationary employee's work and a judgment as to the employee's willingness and ability to perform the job duties satisfactorily. This provision shall not preclude an employee within the bargaining unit evaluating the performance of a subordinate within the bargaining unit.

**Section 8.04. Dismissal during Initial Probation.** If an initial probationary employee has been found to be unqualified to perform, or will not properly perform the duties of the position, the employee may be dismissed by the Division Manager or Designee. Such dismissal shall not be subject to the grievance procedure.



**ARTICLE IX**  
**ATTENDANCE**

**Section 9.01. Basic Work Week**

(A) The basic work week shall be five (5) consecutive days, forty (40) hours per week except as otherwise agreed by the applicable Director and the Business Manager.

(B) Lunch times shall be scheduled at the discretion of the Division Manager.

(C) When an employee's schedule is changed, notice of one (1) week will be given whenever possible. In cases of emergency, the notice may be waived.

(D) Schedule changes shall be based on the most qualified and senior employee. This paragraph shall not apply to schedule changes for training purposes.

(E) Employees working during time changes from Eastern Standard Time to Daylight Savings Time or Daylight Savings Time to Eastern Standard Time shall be paid only for time worked.

**Section 9.02. Trouble Department Schedule**

The Troublemans schedule provides ~~eleven (11) and~~ twelve (12) hour shifts for seven days from 6:00 a.m. until ~~5:00 p.m./~~6:00 p.m. and from 6:00 p.m. until ~~5:00 a.m./~~6:00 a.m. This schedule contemplates one four-day work week ~~of eleven (11) hour shifts each day~~ and one three-day work week of twelve (12)-hour shifts each day.

This schedule permits overtime to be paid for all hours worked over thirty six (36) hours per week in a three (3) day workweek and forty-four (~~44~~48) hours per week in a four (4) day work week.

This schedule follows the same Rest Period provision in Article IX, Attendance, Section 9.05 Callback time, except callback is based upon twelve (12) hours' notice instead of sixteen (16) hours' notice.

Generally, ~~T~~Troublemans are scheduled in the manner below:

WEEK NO 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Troubleman 1	06:00 - <del>17</del> 18:00	06:00 - <del>17</del> 18:00	06:00 - <del>17</del> 18:00	06:00 - <del>17</del> 18:00	OFF	OFF	OFF
Troubleman 2	OFF	OFF	OFF	OFF	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00
Troubleman 3	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00	OFF	OFF	OFF	OFF
Troubleman 4	OFF	OFF	OFF	18:00 - <del>05</del> 06:00	18:00 - <del>05</del> 06:00	18:00 - <del>05</del> 06:00	18:00 - <del>05</del> 06:00

WEEK NO 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Troubleman 1	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00	OFF	OFF	OFF	OFF
Troubleman 2	OFF	OFF	OFF	06:00 - 17:18:00	06:00 - 17:18:00	06:00 - 17:18:00	06:00 - 17:18:00
Troubleman 3	18:00 - 05:06:00	18:00 - 05:06:00	18:00 - 05:06:00	18:00 - 05:06:00	OFF	OFF	OFF
Troubleman 4	OFF	OFF	OFF	OFF	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00

**Section 9.03. Shift Work/Shift Differential**

Effective on the first full pay period following ratification by both parties, the following shift work/shift differentials shall apply:

- (A) Second shift employees shall receive an additional one-dollar (\$1.00) per hour differential in pay.
- (B) Third shift employees shall receive an additional one-dollar and twenty-five cents (\$1.25) per hour of differential in pay.
- (C) Night Troublemens will receive an additional one-dollar and twenty-five cents (\$1.25) per hour of differential pay in lieu of the differential pay provided in Section 9.03, (A) or (B), above.

**Section 9.04. Overtime.** Overtime will be paid for all hours worked in excess of forty (40) hours in a work week.

- (A) Overtime will be authorized or directed only when it is in the interest of the City.
- (B) All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime. An employee working overtime shall be paid at the overtime rate of one and one-half (1 ½) times the employee's straight time rate of pay.
- (C) For purposes of overtime computation, holidays, vacation, sick leave, jury duty or unpaid union business leave shall be considered as time worked. If an employee is required to work on the next calendar day after ~~his/her~~ return from military leave, and that day would ordinarily have been a scheduled day-off for the employee, then the employee shall be compensated at one and one-half (1 ½) times ~~his/her~~ the employee's base hourly rate for all hours actually worked on that day.

Paid Administrative Days are generally not considered time worked for purpose of computing overtime. However, due to an imminent threat of an approaching hurricane, where the City Manager authorizes all or some employees to leave their normally scheduled shift or workday as a Paid Administrative Day to prepare for the storm, the Paid Administrative Day only in that circumstance shall count toward hours worked for the purpose of computing overtime for that workweek.

(D) Employees shall work overtime when assigned by the Division Manager or ~~his~~ designee. Once the appropriate individual has authorized overtime, assignment of such overtime shall follow the Distribution of Overtime agreement attached as Attachment B, which is incorporated by reference. It is the intent of the parties that, in any conflict between provisions of Attachment B and of the main body of this collective bargaining agreement, the interpretation that favors the language of the main body of the collective bargaining agreement shall prevail.

(E) In the event any employee is assigned to work approved overtime, ~~he/she/the employee~~ will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

(F) An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit, in writing, a request to the Division Manager or ~~his/her~~ designee who will have sole discretion. The written request, if approved, shall remain in effect for the time specified in the request.

(G) At the time overtime work is required and necessary, the work shall be performed by employees who have not requested, in writing, to be excused from such assignment. In the event overtime work is required and the Department cannot schedule the required number of employees, then those employees who have approved requests on file excusing them from overtime work shall be assigned and required to work such overtime.

#### **Section 9.05. Callback time.**

(A) Employees called back to work ~~from their homes~~ after they have left the worksite will receive a minimum of three (3) hours' pay at time and one half (1 ½) times of their base rate. Subsequent calls back that occur within three hours from the initial call back shall not trigger additional three-hour minimum call-back periods.

(B) An employee called back before ~~his~~ the employee's regular starting time and who works through ~~his~~ the employee's regular work period shall be allowed pay only for time worked. Employees called back to work shall report within a reasonable time.

(C) ~~Employees The Utilities Department of the City of Lake Worth, Florida and IBEW Local 359 hereby adopt~~ are subject to the following ~~contract provisions~~ concerning rest periods and call back ~~time and time and~~ cancel any past practice or written policies in conflict with these contract procedures.

(1) Rest Period. All employees covered by the IBEW bargaining unit, including all regular, scheduled and shift workers are subject to this provision of the contract. If an employee is called back to work for any reason in the eight (8) hours preceding the start of the employee's assigned or designated hours of work without having received 16 hours' notice, the employee will be entitled to the following:

(a) Employees required to actively work eight (8) hours of the fifteen (15) hours immediately prior to their regularly scheduled hours of work shall be paid one and one half (1 ½) times the regular rate of pay at the scheduled hours of work if required to work. ~~If management determines the employee may be released from duty prior to the end of the scheduled hours of work, the employee shall~~

~~be paid straight time for the remainder of the scheduled work day. The employee will be entitled to eight (8) hours /full day of paid rest time (at straight time) during his next contiguous normal work period.~~

~~(b) (b) An employee who works a minimum of three (3) consecutive hours (actual on site time), will receive four (4) hours (1/2 day) of paid rest time (at straight time rate) during the next contiguous normal work period. An employee who actively works sixteen (16) continuous hours will be entitled to eight (8) hours of rest and shall be paid double time until such eight (8) hours of rest is obtained. If the rest time is inclusive of paid leave time such as holiday, jury duty, or other paid leaves where no active work is performed it shall be paid at the straight time rate of pay.~~

~~(c) An employee who works five (5) consecutive hours or greater will be entitled to eight (8) hours/full day of paid rest time (at straight time rate) during his next contiguous normal work period.~~

~~(b)(d) For purposes of call back time, an employee shall be compensated at one and one-half (1 ½) times the regular rate of pay for all or any part of the call back rest time not received by the employee. All call back rest time is paid at the employee's straight time rate.~~

(D) Call Back Overtime/Unscheduled Overtime.

~~(1) Employees shall work a minimum of forty percent (40%) of call back overtime during a 12-month period rolling backward each quarter. A minimum of five (5) call back opportunities must occur prior to calculating the 40% minimum at the end of each quarter. An employee may be called back numerous times each day, however, the employee can be charged with a maximum of only one (1) refusal each day. A day will be considered midnight to midnight. The call back record shall be posted by Management each week along with the weekly overtime list. Employees and/or their Union Representatives will address any discrepancies with Management if an issue arises related to the call back record.~~

~~(2) The quarterly call back percentage will be reset at the beginning of each quarter. If an employee is issued discipline at the end of a quarter and their call back percentage does not meet the 40% minimum at the end of the next quarter, the employee may be advanced to the next step of discipline. No discipline shall be administered prior to the end of each quarter. The normal disciplinary steps as described in this Agreement do not apply to this 40% minimum Call Back section.~~

~~a. The following are the steps of discipline for this 40% call back section policy:~~

- ~~1<sup>st</sup> Occurrence: Verbal Coaching (coaching is not considered discipline)~~
- ~~2<sup>nd</sup> Occurrence: Verbal Warning (1<sup>st</sup> step of discipline)~~
- ~~3<sup>rd</sup> Occurrence: Written Warning (2<sup>nd</sup> step of discipline)~~
- ~~4<sup>th</sup> Occurrence: One (1) day suspension without pay (3<sup>rd</sup> step of discipline)~~

5<sup>th</sup> Occurrence: Two (2) day suspension without pay (4<sup>th</sup> step of discipline)

6<sup>th</sup> Occurrence: Five (5) day suspension without pay (5<sup>th</sup> step of discipline)

b. Any employee who reaches a 6<sup>th</sup> Occurrence level of discipline (5 day suspension without pay) on the third occasion within three (3) years, shall be subject to termination.

(3) If an employee is placed into discipline, but then achieves the 40% call back in the following quarter where call backs are measured, the employee's next discipline Occurrence will not be advanced to the next level but shall remain at the same level. As an example, if an employee is issued a Written Warning and then maintains a 40% call back the following quarter during which call back is measured, the employee would only be subject to a Verbal Warning for the next Occurrence. If the employee again meets the 40% call back the next quarter during which call back is measured, the employee would only be subject to a Verbal Coaching for the next Occurrence. If an employee fails to meet the 40% call back minimum in consecutive quarters ("consecutive" meaning quarters where the call back is measured and excluding those where no measurement occurred due to less than 5 call backs), the employee may be advanced in the discipline process as outlined in Section (2) above.

(4) A "no contact" shall be counted as a refusal for call back overtime unless the employee calls back within twenty (20) minutes of the original call. If the call out assignment has been filled within the twenty (20) minutes when the employee calls back, they shall not be charged with a refusal.

(5) Employees shall be exempt from call back opportunities and will not be called during vacation leave or sick leave. Employees who desire to receive call back opportunities during vacation leave or sick leave shall notify management to opt into call backs.

(6) Employees on approved FMLA leave shall not be subject to the disciplinary process outlined in Section (2).

**Section 9.06. Hours of Continuous Work.** All consecutive hours worked over sixteen (16) shall be paid for at double the straight time hourly rate.

### **Section 9.07. Dispatch Duties of Water Treatment Plant Operators**

Water Treatment Plant Operators actively working on a shift that occurs during 2nd shift, 3rd shift, or on Saturday, Sunday or a City-recognized Holiday shall receive a 10% increase in pay to compensate for performing dispatch duties relating to callouts for water, sewer lift station, and stormwater emergencies.

### **Section 9.08. Lineman Summer Schedule**

Each year beginning the first full payroll in June through the end of the first full pay period in November, a Lineman crew shall be assigned to second shift to capture all daylight hours. The second shift schedule

begins at 11:30 a.m. and ends at 8:00 p.m. The second shift differential applies to the Lineman crew assigned to the second shift.

At the start of each summer Schedule, the crew assigned shall begin with the senior Foreman and crew, then rotate biweekly at the beginning of each pay period. If the crew needs to be replaced, the overtime distribution list will be used.

## ARTICLE X

### HOLIDAYS

#### Section 10.01. Days Observed

(A) The following are holidays for all regular full-time employees of the Utilities Department:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Juneteenth
- ~~67.~~ Labor Day
- ~~78.~~ Columbus Day
- ~~89.~~ Veterans Day
- ~~910.~~ Thanksgiving Day
- ~~1011.~~ Day after Thanksgiving
- ~~1112.~~ Day before Christmas
- ~~1213.~~ Christmas Day
- ~~1314.~~ Employee's Birthday (Employees shall receive a day (8 hours) off with pay for their birthday which shall be taken within one year of the birthday. Pay for an employee's birthday shall not be treated as holiday pay for purposes of computing overtime rather, it shall be treated as vacation time).

(B) When a holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year. However, for all 24-hour shift employees, and the Troubleman classification holidays will be those designated in Section 10.01(A) and will fall on the calendar dates recognized in the United States, unless modified by Section 10.02(A) or 10.02(F). Holidays shall be granted or paid based upon the employee's normal scheduled hours for that day (e.g. 8 hour shift, 12 hours shift, etc.).

(C) If during the term of this Agreement, the City grants an additional holiday (or holidays) to any bargaining unit of the City or to the general employees, that same day(s) shall be a holiday for all employees covered by this Agreement.

#### Section 10.02. Eligibility for Holiday Pay

(A) All regular full-time employees will receive eight (8) hours off with pay for each of the holidays allowed except the Troubleman classification which is addressed above. All holidays allowed must be taken as time off on the same day that it is allowed. Exception: Employees may request the Employee Birthday Holiday be taken other than the date of birthday, provided the requested Birthday Holiday falls within the pay period of the birthday or within one calendaris taken within the fiscal year in which it occurs~~after the date of the birthday~~ and the respective Division Manager grants the employee's request.

(B) Employees on vacation, annual military leave, jury duty, sick leave, funeral leave or other  
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Collective Bargaining Agreement 2018-2021~~2021-2024~~

absences from duty but on active pay status on the day the holiday is observed must use the holiday on the same day that it is allowed.

(C) An employee must be on paid vacation, excused absence of initial probationary employee, paid sick leave, funeral leave, jury duty, paid military leave, unpaid Union leave, job-related injury leave (not exceeding four (4) weeks) or work ~~his-the~~ normal schedule of hours on their regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday, in order to qualify for the holiday.

(D) Employees who are required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day.

(E) (1) Employees assigned to work on a holiday, who in fact do work, shall receive their usual days' pay plus ~~eight (8)~~the same number of hours pay at one and one-half (1 ½) their base rate.

(2) Troubleman Schedule

Holiday Worked:

- Employee receives ~~eight (8)~~twelve (12) hours of holiday pay plus one and one-half (1½) times the employee's normal hourly rate for all regular scheduled hours.

Holiday Not Worked:

- Employee receives ~~eight (8)~~twelve (12) hours of holiday pay ~~and straight time pay for all remaining regular scheduled hours~~ for the day not worked.

(F) When any of these holidays falls on an employee's day off, the next scheduled workday shall be observed as a holiday.

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**ARTICLE XI**

**ANNUAL LEAVE (VACATION)**

**Section 11.01. Eligibility.** Each regular full-time employee will be allowed annual leave with pay on the following basis:

<u>Continuous Employment</u>	<u>Annual Leave Days</u>
Less than one (1) year	0
After: 1 year	80 hours
2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
9 years	128 hours
12 years	136 hours
15 years	144 hours
20 years	160 hours

For each year of service over twenty (20) years, eight (8) hours of Annual Leave will be added to one-hundred sixty (160) hours above, per year.

The maximum number of Annual Leave hours will not exceed 240 hours.

**Section 11.02. Charging Leave**

(A) Annual leave time shall be scheduled and charged to the employee for the actual time the employee is away from work.

(B) Annual leave will be charged in one hour increments, except for shift workers and Troubleman. For these employees, annual leave will be charged in one half (1/2) day minimum increments. The minimum leave requirement for shift workers and Troubleman may be waived on an occasional basis, at the discretion of the appropriate Division Manager. (See §11.03(A), below).

(C) In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the ~~Utilities-applicable~~ Director prior to denying the request to discuss the reason(s) for the vacation denial. If the ~~Utilities-applicable~~ Director determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the ~~Utilities-applicable~~ Director’s decision by ~~his/her~~the supervisor and the employee shall be entitled to take the requested vacation.

(D) Holidays which occur during the period selected by the employee for annual leave shall not be charged against such annual leave. However, the holiday will be charged against holiday leave regularly due the employee.

**Section 11.03. Request for Leave**

(A) Annual leave may be taken only after approved by the appropriate Division Manager or designee. Requests for leave shall be submitted at least seven (7) calendar days prior to the requested leave

starting date. Exception: The notice above may be waived in cases of emergency or when it is determined by management that the operation of the utility will not be affected.

(B) Employees must take a mandatory 40 hours of vacation leave per fiscal year however, leave does not have to be consecutive days.

#### **Section 11.04. Separation**

(A) Employees voluntarily resigning shall give a minimum of two weeks' notice of their intention to resign. Those employees who give the proper two weeks' notice will receive any annual leave earned up to 160 hours as of the date of resignation.

(B) Employees on lay off status will receive pay for all accrued annual leave.

(C) All earned annual leave of employees who die while in the service of the City shall be paid to the spouse or estate of the employee as previously designated in writing.

## ARTICLE XII

### SICK LEAVE

**Section 12.01. General.** Sick leave is a benefit provided for regular full-time employees, so that they may have paid time off when they are unable to report for duty by reasons of illness or injury.

**Section 12.02. Use of Sick Leave**

- (A) Sick leave shall be allowed only in case of:
  - 1. Actual disability of the employee or immediate family member, employee's wife or husband, grandparents, domestic partner, mother, father, sister, brother, daughter or son arising from illness and/or injury.
  - 2. Medical, dental or eye treatment or examination for which arrangements could not be made outside of the employee's assigned hours of duty.
  - 3. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, domestic partner, mother, father, sister, brother, daughter and/or son, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage, adoption or guardianship established by court action.
- (B) When an employee's sick leave allowance in any year has been used up, the employee may elect to use earned annual leave.
- (C) When sick leave and vacation leave have been used up, the employee may be placed on leave of absence without pay in accordance with the provisions of Section 13.05, Leave Without Pay.

**Section 12.03. Sick Leave Allowance**

(A) After three (3) months, new employees will be eligible to receive two (2) days sick leave and have these days available for use. Thereafter, the employee shall accumulate sick leave at the rate of one (1) day per month. At the end of the twelfth month, the employee shall receive four more sick days, for a total of twelve for the first year or 96 hours per year. Sick leave will consist of one (1) single bank as opposed to the three (3) banks previously used. Accruals will be earned on monthly basis. Only those employees who meet the requirements set forth in section 12.07(H) will be paid their accrued sick leave, which shall not exceed 200 hours.

**Section 12.04. Unused Sick Leave**

- (A) Unused sick leave shall be accumulated with no maximum limit.
- (B) Unused sick leave will be retained but not accrued when an individual is laid off.

### **Section 12.05. Approval**

(A) A doctor's certificate as to the nature of and probable duration of the need for any use of sick leave may be required at the discretion of the ~~Utilities~~applicable Director. Employees required to provide a doctor's certificate, who do not provide such certificate, will not be paid for sick leave until such certificate is provided.

(B) Sick leave may be approved for up to three (3) consecutive working days by the Division Manager, without requiring a doctor's certificate.

(C) A sick leave of more than three (3) consecutive working days shall require a doctor's certification as to the nature of the disability, and as to whether or not the employee is in condition to return to ~~his~~the regular duties without hazard to the employee or to others.

(D) The City Manager or designee may require that an employee be examined by a physician designated by the City, at the City's expense, at any time.

### **Section 12.06. Notification**

(A) To be placed on sick leave the employee shall be responsible for notifying the Division Manager or ~~his/her~~ designee. Such notification shall be given as soon as possible and before the start of the employee's assigned hours of duty but not less than one (1) hour prior to the individual's reporting time. Each division shall establish a procedure for notification. Information shall be given as to the reasons for the absence, its probable duration and other related data.

(B) Where such notification and information are not received in a timely manner, the ~~Utilities~~applicable Director or ~~his/her~~ designee shall not authorize payment for absence of sick leave. Such absence shall be recorded as unauthorized and without pay and shall be subject to discipline up to and including discharge.

### **Section 12.07. Payment**

(A) Payment shall be made only for the approved use of allowed, earned sick leave and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.

(B) Payment shall be made only for a working day for which the employee otherwise should have received pay; no payment shall be made for any time for which the employee otherwise receives pay.

(C) An official holiday occurring during an approved sick leave period shall be paid for as such; no charge shall be made against any sick leave for such holiday.

(D) Charges against allowed, earned sick leave shall be in units of one half (1/2) hour minimum.

(E) Where earned sick leave has been allowed by management and is used for other than illness or injury, the time off shall be without pay and the employee shall also be subject to disciplinary action up to and including discharge.

(F) Separation from the City's service, prior to retirement, shall cancel all earned sick leave (current, accumulated and unused), except that, if any employee is laid off, all previously earned sick leave (current, accumulated and unused) will be reinstated to the employee's sick leave bank. No sick leave shall accrue during a period of layoff.

(G) At least sixty days before the City Commission votes to accept any offer to purchase/contract-out the Lake Worth Electric Utility, the parties agree to re-open negotiations with respect to successor clause language, changes in retirement vesting and pension benefits, cashing-in of sick leave, and other possible items associated with any lay-off that such purchase/contracting out might contemplate.

(H) Upon pension qualifying (age and years of service) retirement as defined below, including employees enrolled in the Cash Balance (5/5/5) Plan level of benefits, an employee will be paid for all sick leave up to two hundred (200) hours at 50% of ~~his/her~~the employee's rate of pay.

1. For sick leave payout purposes, "Pension qualifying retirement" means the following until the effective date of the pension ordinance implementing the language in Section 15.06:

- (a) A participant who retires prior to October 1, 2015, and has:
  - (i) Twenty (20) continuous years of service; or
  - (ii) ~~His or her~~The employee's years of service, when added to ~~his or her~~the employee's age, equals or exceeds seventy-five (75), provided that the participant has at least ten (10) years of service.
- (b) A participant who retires on or after October 1, 2015, and has
  - (i) ~~Ten (10) or more~~or more years of ~~continuous service~~continuous service with ~~the City~~the City and sixty-five (65) years of age or older; or
  - (ii) Thirty (30) or more years of continuous service with the City and fifty-five (55) years of age or older.

2. For sick leave payout purposes, "Pension qualifying retirement" means the following upon or after the effective date of the pension ordinance implementing the language in Section 15.06:

- (a) A participant hired prior to October 1, 2010:
  - (i) Age 65 with 10 years' service
  - (ii) Age 55 with 30 years' service
  - (iii) Rule of 80
- (b) A participant hired on or after October 1, 2010:
  - (i) Age 65 with 10 years' service
  - (ii) Age 55 with 30 years' service

## ARTICLE XIII

### LEAVES OF ABSENCE

#### Section 13.01. Bereavement Leave.

Bereavement leave for an employee, during the periods of stress caused by the death of an employee's spouse, domestic partner, parent, grandparents, grandchild, sibling, child, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, legal guardian. The employee shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) non-consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional non-consecutive working days not charged against any other leave ~~may shall~~ be granted ~~at the sole discretion of the department director~~ if the funeral is out of state. All bereavement leave shall be taken within 90 days of the date of death, unless an extension is approved by Human Resources. Bargaining unit employees shall not be required to produce proof of death. However, where there is reasonable suspicion that an employee has misrepresented relevant information to obtain leave, the City reserves the right to conduct an investigation which may include requiring documentation from the employee as to proof of information relevant to the circumstances.

#### Section 13.02. Court Leave

(A) Employees attending court as a witness on behalf of a public jurisdiction or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend court. This time shall be charged as leave with pay.

(B) All regular full-time employees subpoenaed to attend court on behalf of the City are eligible for leave with pay.

(C) Employees who attend court for only a portion of a regular scheduled day are expected to report to their supervisor when excused or released by the Court. If a shift worker receives notice for jury duty and notifies his Division Manager or ~~his~~ designee on ~~his~~ the employee's next work day following receipt of the notice, such employee may be rescheduled to a work week as follows Saturday and Sunday off, and Monday through Friday on the day shift for the period of jury duty.

#### Section 13.03. Conference Leave.

(A) The ~~Utilities-applicable~~ Director may grant conference leave with pay, together with the necessary travel expenses in order that employees may attend conferences, schools and similar events designed to improve their efficiency, if considered to be in the best interest of the City. All leave and expenses will be recommended by the Division Manager subject to approval of the ~~Utilities-applicable~~ Director.

(B) Employees will not be compensated for time spent traveling outside of regular working hours for attendance at voluntary conferences, seminars, classes, etc. If an employee is MANDATED to travel by the City, and such travel is approved by the ~~Utilities-applicable~~ Director, the employee will be entitled to compensation in the event such travel takes him outside of the employee's regular work hours.

#### Section 13.04. Military Leave

City of Lake Worth ~~Beach~~/IBEW 359-3  
Collective Bargaining Agreement ~~2018-2021~~2021-2024

The City will grant military leave to employees in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and Florida Statutes Chapter 115 and Statute 250.48.

(A) Leave for Military Training Purposes

1. Employees who are reserve officers or reserve enlisted personnel in the United States Military or Naval Service or members of the Florida National Guard are entitled to leaves of absence from their respective duties when assigned to active or inactive duty for training purposes. Leaves of absence under the provisions of this section shall not exceed ~~seventeen (17) working days~~240 working hours in any one annual period.

2. The leave of absence for Military Training Purposes will be granted with pay, without loss of vacation leave or time, as long as the leave period does not exceed the annual allotment of ~~seventeen (17) working days~~240 working hours. ~~The definition of "working day", as stated in Florida Statute 115.07(3), as it applies to Military Leave for training purposes is: shifts of twelve (12) hours or less shall equal one (1) working day leave of absence; shifts of over twelve (12) hours and up to twenty four (24) hours shall equal two (2) working days leave of absence.~~

3. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted by the City without pay.

4. During the period of leave, the employee shall be entitled to retain their benefits outlined within the terms of the Collective Bargaining Agreement.

5. Time spent as Military Leave of Absence for Training will be considered as creditable service as permitted in the City's Pension Ordinance.

(B) Leave for Active Military Service (Not for Training Purposes)

1. Employees who are officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States may, subject to the provisions and conditions set forth in Florida Statutes, be granted leave of absence from their respective offices and duties when ordered to active military service.

2. The first thirty (30) days of any such leave of absence are to be with full pay, in accordance with applicable federal law and Florida State Statutes, as amended. After the first thirty (30) days of service, the City will supplement the military pay in an amount necessary to bring the employee's salary up to the level of the civilian pay, inclusive of any incentives earned at the time they were called to active military duty. Should the employee's military salary be equal to or greater than the employee's civilian salary, no supplement shall be given. The supplement shall be given upon receipt of appropriate written verification of military earnings (e.g. wage statement or written verification from the military personnel office).

3. Time spent as Military Leave of Absence for Active Military Service shall be

considered as creditable service as permitted in the City's Pension Ordinance.

(C) Required Documentation and Calculation of Leave Time

If the employee is called to active military duty or to Reserve or National Guard training, or if the employee volunteers for the same, the employee shall notify the supervisor and submit copies of the military orders as soon as practicable. The employee will be granted a military leave of absence for the period of military service, including the time reasonably necessary to travel to and from the site of duty or training.

(D) Reemployment after Completion of Military Duty/Training

Upon separation from active military service, the employee will be eligible to return to the former position held or a similarly comparable position with no loss in seniority, pay or benefits. The City may, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), require the employee to submit to a medical examination to determine the employee's fitness to perform the essential job functions of the position to which the employee may be returning. Upon discharge from military service, an employee shall, in accordance with the Timely Application Requirements of the USERRA, notify the City of ~~his/her~~the employee's intention to return to work.

**Section 13.05. Leave Without Pay.** The decision to grant a leave without pay (leave of absence) is a matter of managerial discretion. It shall be incumbent upon each Division Manager to determine each case on its own merits. In each case the City shall make a reasonable effort to return the employee to ~~his-the~~the employee's former position or a similar position of the same classification in another division. Leave without pay for thirty (30) days or longer will result in a corresponding adjustment of anniversary and classification dates. An employee granted a leave of absence must keep the Division Manager informed regularly of ~~his-the~~the employee's current activity (school, medical, military, etc.). In addition, the employee must keep the Division Manager advised of ~~his-the~~the current address at all times. An employee granted a leave of absence shall contact ~~his-the~~the Division Manager at least two weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process. If the employee fails to return to work at the expiration of the approved leave, ~~he-the~~the employee shall be considered absent without permission and ~~his~~the employee's job shall be declared vacant. No medical leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.

**Section 13.06. Union Leave.** The ~~Utilities-applicable~~ Director may grant Union leave without pay to employees in order that they may attend conferences, seminars, and similar events. The employee shall not be considered absent in determining pay for holidays described in Section 10.02(C).



## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### Section 14.01. Grievance

(A) A grievance is defined as a misapplication or misinterpretation of the specific terms of this Agreement. Grieving "reasonable suspicion" for drug and alcohol testing under the City personnel policy shall follow the grievance procedure in this Article.

(B) The term "employee" includes any individual within the bargaining unit covered by this Agreement.

(C) The term "day", when used in this procedure, shall mean calendar days, Monday through Friday, exclusive of holidays.

(D) A "grievant" is a person affected by the misapplication or misinterpretation of this Agreement. A grievance shall be processed as hereinafter provided.

**Section 14.02. Withdrawal of Grievance.** A grievance may be withdrawn by the grievant at any time and at any step of this procedure, provided however, that the same grievance may not be filed a second time for the same event after the grievance has been withdrawn or if the grievance was settled by the Union and the City.

#### Section 14.03. Grievance Procedure

(A) Should any misapplication or misinterpretation of this Agreement arise between an employee covered by this agreement and a representative of the City, the employee and/or department job steward shall discuss such difference informally with the immediate Supervisor within five (5) days of such misapplication or misinterpretation, for the purpose of settling such differences in the simplest and most direct manner in order to avoid grievances. If after this discussion there is not a satisfactory resolution, such matter will be taken up in the following manner:

Step 1 — The matter will become a formal grievance if reduced to writing on the proper grievance form, signed by the party making the grievance and presented to the immediate Supervisor by the department job steward, within ten (10) days of its occurrence.

Step 2— If the matter is not settled in Step 1 within ten (10) days, the Division Steward and the Division Manager, or such representative as either may designate, shall discuss the matter further.

Step 3— Any matter not settled in the above steps shall, within ten (10) days after disposal in Step 2, be referred to the ~~Utilities applicable~~ Director and the Chairman of Local 359-3, or such representative as either may designate. Only decisions from this step forward shall be binding and precedent setting.

Step 4— Any matter not settled in the above steps shall, within fifteen (15) days after disposal in Step 3, be referred to the City Manager and the President of the Union, or such representative as either may

designate.

Step 5— Should any matter that has been referred to representatives of the parties, as provided in Step 4 above, not be satisfactorily adjusted within ten (10) days from date of such referral, either party may within thirty (30) days from disposal in Step 4 demand arbitration of the matter by giving written notice to the other. The arbitration proceedings shall be in accord with the rules of FMCS.

(B) If in any of the above steps the Union fails to proceed within the time limits given, the Union will forfeit its right to proceed with the grievance. However, it may be mutually agreed in writing to extend the time period in any step up to ten (10) days.

(C) Within a reasonable period after bilateral approval of this contract; the employer shall develop a grievance processing form similar to that currently used in the Lake Worth IAFF contract for use in processing grievances pursuant to this agreement.

(D) The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not to be subject to arbitration" or which is not specifically covered by this Agreement; nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine ~~himself the decision~~ exclusively to the question which is presented to ~~him~~the arbitrator, which question must be actual and existing. The arbitrator shall render the decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the ~~Utilities Director~~City Manager and the Union. Both parties agree that the decision of the arbitrator shall be final and binding on all parties. The cost of the arbitrator will be borne equally between the parties.

#### **Section 14.04. General Provisions**

(A) The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the Union or the grievant, whichever is appropriate to proceed with the grievance within the times hereinbefore provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the Union or the grievant, whichever is appropriate, to proceed to the next Step in the Grievance Procedure.

(B) All grievances shall be processed, whenever possible, during times which do not interfere with, or cause interruption of an employee's work responsibilities.

(C) The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue ~~his~~the employee's duties prior to or during the time a grievance is being processed unless the safety of an individual is imperiled as determined by the Division Manager.

(D) The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or the grievant, whichever is appropriate.

(E) When any favorable or unfavorable incident occurs to an employee, a record of which is made by the City, ~~he~~ the employee will be furnished a copy of same within two (2) weeks of its occurrence in order that ~~he~~ the employee may have an opportunity to respond in writing within two (2) weeks of the employee receiving said copy. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure.

(F) If an employee received a letter of discipline and such letter is placed in the employee's personnel file, the City agrees to identify such records "Stale - Not to be considered when considering promotions or in any grievance proceeding," after a period of no more than three (3) years, unless said employee has another letter of discipline prior to that time. For incidents involving insubordination, the time period will be no more than five (5) years.

## ARTICLE XV

### MISCELLANEOUS RULES AND BENEFITS

**Section 15.01. Steward.** The Union would be permitted to appoint Stewards for each Division of the Utilities Department.

**Section 15.02. Meals.** Meals will be provided to employees in emergency situations as determined by the City as well as in those circumstances where an employee has at least two (2) hours of unscheduled overtime. Unscheduled overtime shall be interpreted to mean where an employee is informed during ~~his~~ the employee's regular shift that ~~he-the employee~~ will have to remain for at least two (2) hours into another shift. Where this occurs, the employee will receive a free meal or will be given the opportunity to leave the job site and eat a meal, the cost of which will be reimbursed by the City. Meals will be provided only after an employee works over five (5) hours of emergency call out overtime and will receive an additional meal for every five (5) hours of continuous overtime work. Meals provided consistent with this Section shall be paid at a rate of \$15.00 per ~~meal~~breakfast meal (during hours of 2:00a – 10:00a), \$15.00 per lunch meal (10:01a – 2:00 p.m.), and \$25 per dinner meal (2:01p-2:00a.m).

### Section 15.03. Health and Welfare

(A) The City provides Group insurance protection for its employees. General benefits of the health insurance plan will be found in the insurance booklet.

(B) Solely to allow the City to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify ~~the Division Manager~~Human Resources of any changes in their marital or familial status.

(C) Group insurance coverage may be selected by the City at its discretion. However, no later than July 1 of each contract year, both parties agree to meet and confer about the cost of insurance premiums for employees based on current market at that time. The Union will appoint no less than two (2) members from the bargaining unit to participate in these discussions. The discussions will include selection of benefit provider, plan performance and current market rates.

(D) City Contribution to Insurance.

1. The City will pay 100% of the employee's modified individual group health insurance P O S premium
2. For employees selecting the PPO plan, the City shall pay no less than 83% of the monthly premiums for individuals and the employee shall be responsible for paying the remaining portion of the monthly premium.
3. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.

(E) The City will provide, at no cost to the employee, a group term life insurance policy providing a death benefit of \$25,000. Employees may purchase additional insurance coverage from the name carrier at the group rate in any amount that the carrier will permit. Employees electing this additional coverage must authorize payroll deduction for the applicable premiums.

(F) Light Duty.

1. Work Related Injuries and Illnesses

If an employee suffers a work related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the City will consider alternate or transitional duty work for the employee, if there is such work available and if such work is consistent with the employee's medical limitations. The City is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the City.

2. Non-Job Related Injuries or Illnesses

If an employee suffers a non-job related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the City will consider alternate or transitional duty work for the employee, if there is such work available in the employee's department and if such work is consistent with the employee's medical limitations. The City is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the City.

(G) COVID Voluntary Vaccination Performance Incentive

COVID-19 vaccines have been approved by the US Food and Drug Administration (FDA) and are readily available to all adults. As such, a one-time Voluntary Vaccination Performance Incentive is hereby implemented to encourage employees to get vaccinated against COVID-19. This Incentive is based on guidance from the Centers for Disease Control and Prevention (CDC), the Equal Employment Opportunity Commission and is designed to comply with all applicable federal, state, and local laws.

The CDC has found that COVID-19 vaccines are highly effective at preventing individuals from getting sick with COVID-19 and experiencing the most severe consequence of the disease. While the Incentive is designed to encourage employees to get vaccinated if it is safe for them to do so, this is strictly voluntary and the decision whether to get vaccinated or not is entirely the employee's and each employee should work with their health care provider to determine if the vaccination is appropriate for their medical circumstances.

This Voluntary Vaccination Performance Incentive is a key part of an overall strategy and commitment to maintaining a safe and healthy workplace in light of the COVID-19 pandemic. This Incentive is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including wearing face coverings, social distancing, sanitizing work areas and proper handwashing hygiene.

All employees are eligible for this one-time Incentive. The Incentive is one vacation day added to the employee's vacation leave bank (the hours shall be based on the employee's normal scheduled work hours—e.g. 8, 10 or 12 hour shift).

To obtain the Incentive, current employees (those employed as of the date of ratification by the City Commission) must show proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following ratification of this Agreement by the City Commission. While the proof must be provided during the forty five (45)-day performance evaluation period immediately following ratification by the City Commission, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted.

Employees hired after the date of ratification by the City Commission, and within one year of the date of ratification by the City Commission, may obtain the Incentive by showing proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following the date of hire. While the proof must be provided during the forty five (45)-day performance evaluation period immediately following the date of hire, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted.

Employees who voluntarily submit such proof during the performance period shall be deemed to have satisfactorily met the City's expectations with meeting their responsibilities in the City's COVID-19 prevention efforts. "Fully Vaccinated" means after receiving the second dose of the Pfizer or Moderna vaccine, or the single dose of the Jansen (Johnson and Johnson) vaccine.

Any employee who does not provide proof of being fully vaccinated during the performance evaluation period shall be deemed to have not met the requirements of the Voluntary Vaccination Performance Incentive program and will forfeit the opportunity for the performance Incentive. Notwithstanding the performance-based nature of this Incentive, this program will not be included in or considered as part of the City's annual evaluation program.

Employees who believe they need an accommodation regarding this Incentive because of a disability or religion are responsible for requesting a reasonable accommodation from Human Resources within the forty five (45)-day performance period.

**Section 15.04. Deductions.** Federal Withholding, Social Security and Pensions are deducted from paychecks in accordance with law. Any other deductions, including Group Insurance, U.S. Savings Bonds, etc., are made only by written request of the employee.

#### **Section 15.05. Payroll Deduction for Union Dues**

(A) The City agrees to deduct, upon receipt of a voluntary written authorization, the monthly dues and one time only, the initiation fee from the pay of each International Brotherhood of Electrical Workers member. The amount to be deducted shall be certified to the Employer by the Local Union upon request by the City. Employees covered by this Agreement may authorize payroll deductions for the purposes of paying dues. No authorization shall be allowed for payment of special assessments, fines, penalties or delinquent dues.

(B) The Union will notify the City as to the amount of dues. Such notification will be certified to the Director of Finance in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership will be similarly certified to the City and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

(C) The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall out of, or by reason of action taken or not taken by the City on account of payroll deductions of Union dues. The Union agrees that in case of overpayment, proper adjustment, if any, will be made by the Union to the affected employee.

(D) The cost of dues deduction, as provided for in this Section shall be five cents (5¢) per month and one dollar (\$1.00) per change which causes a program change. In addition, there shall be a one-time set up charge of five hundred dollars (\$500.00). The cost of the dues deductions and changes shall be deducted from the monies transmitted to the Union. These costs shall be effective as of the initial date of dues deductions.

(E) The payroll deduction shall be revocable by the employee by providing thirty (30) days written notice to the City's Director of Finance.

(F) The City agrees to deduct, upon receipt of a voluntary written authorization, the monthly Local 359 Electro PAC dues.

### **Section 15.06. Retirement Plans.**

(A) Retirement benefits for all bargaining unit members shall be governed by the applicable provisions of Chapter 16, Pensions and Retirement, of the City of Lake Worth Beach Code of Ordinances as amended by the draft Ordinance 2021-\_\_\_\_, attached hereto as Attachment C.

~~(A) The employees will remain members of the current pension plan as described in Ordinance No. 2010-19.~~

Effective on the dates set forth in the Pension Ordinance, IBEW members shall have the benefit levels as were provided to PEU and PMSA as set forth in the amendment approved in Ordinance 2018-11, which includes different classes of benefits within the plan:

- Class 1: Members hired prior to October 1, 2010:
  - Members hired prior to 10/01/10 still have the frozen defined benefit piece as of 10/01/10, eligible to commence based on the original plan provisions (Rule 75, 20 & out)
  - For new benefits accrued after 10/01/10, the multiplier and eligibility now change:
    - Multiplier: Increase from 2% per year service to 2.25% per year service
    - Eligibility:
      - Age 65 with 10 years' service
      - Age 55 with 30 years' service
      - Rule of 80
    - Contribution rate remains at 7.8%
    - Vesting: 10 years
- Class 2: Members hired on or after October 1, 2010 and before April 1, 2022 who do not elect the one-time irrevocable election to opt into the 5/5/5 Cash Balance Plan:
  - No changes:
    - Multiplier: Remains at 2%
    - Eligibility:
      - Age 65 with 10 years' service
      - Age 55 with 30 years' service

- Contribution rate remains at 7.8%
  - Vesting: 10 years – 50% to 20 years – 100%
- Class 3: Members hired on or after October 1, 2010 and before **April 1, 2022** who elect the one-time irrevocable election to opt into the 5/5/5 Cash Balance Plan:
  - Accrued defined benefit:
    - Accrued benefit freezes immediately
    - Member becomes immediately vested
    - Frozen accrued benefit starts on original commencement date:
      - Age 65 with 10 years' service
      - Age 55 with 30 years' service
    - Member starts contributing 5% to new Cash Balance plan as of **April 1, 2022.**
    - Cash Balance plan account is immediately 100% vested.
- Class 4: Members hired on or after **April 1, 2022** who are automatically participating in the 5/5/5 Cash Balance Plan
  - Benefit vests immediately
  - Member contributes 5%
  - City matches 5% contribution
  - Accounts credited with fixed 5% annual interest rate, compounded quarterly (1,2273% Quarterly equivalent)
  - Members must terminate, die, become disabled, or retire to access Cash Balance funds
  - Members can take lump sum distribution or annuitize balance under plan assumptions in effect at retirement

Should any conflict between the Ordinance and the provisions of this Agreement arise, the Ordinance shall control.

(B) Employees who meet qualifications for retirement (age and years of service) will be eligible to enter DROP

(C) Deferred Retirement Option Plain (DROP). The Drop shall be as follows:

A participant's deferred retirement account shall only be credited or debited with earnings for sixty (60) months or until the participant sooner dies, retires, or terminates employment. If a participant is employed in covered employment by the City after participating in the DROP for sixty (60) months and does not retire or terminate employment, beginning with the participant's 61st month of DROP participation, the participant's deferred retirement option account will no longer be credited or debited with earnings while the participant is so employed. Only monthly payments will continue to be made to the participant's account until the participant retires, terminates employment or dies. A participant employed by the City in covered employment after five years of DROP participation will remain ineligible for preretirement death or disability benefits. Effective October 1, 2010 upon entry into DROP a participant shall submit a letter of resignation stating the anticipated employment termination date, not to exceed sixty (60) months from the participant's DROP entry date.

## **Section 15.07. Safety Program**



Safety of the employees is of paramount importance and shall be given first consideration at all times. Both the City and Union are jointly committed to creating a safe work environment for all employees and developing a proactive safety program that ultimately eliminates injuries in the workplace. Therefore, it is agreed between the parties, a Leadership Joint Safety Committee (LJSC) shall be formed immediately after ratification of this agreement which shall be comprised of the Utilities Director or ~~his/her~~ designee and Safety Manager for the City, the Business Manager or ~~his/her~~ designee and an additional committee person selected by the by the Business Manager for the Union. The purpose of this committee, but not limited to by mutual agreement, shall be to develop, implement and monitor an overall proactive safety program, effective safety strategies, safety rules, standards and procedures, approve safety equipment, an employee injury and unsafe act/condition reporting and feedback process, investigate all on the job injuries and develop countermeasures to prevent re-occurrence, review all unsafe acts/conditions investigated by the Joint Safety Advisory Committee (JSAC) with additional recommendations if necessary and shall meet as often as necessary to accomplish these initiatives. It is further agreed a Joint Safety Advisory Committee (JSAC) shall be formed immediately after ratification of this agreement which shall be comprised of the City Risk Manager, one (1) management representative from the Electric Utility and one (1) management representative from the Water Utility for the City and three (3) representatives selected by the Business Manager for the Union. The purpose of this Committee shall be to implement and adhere to the overall safety program, standards, procedures and recommendations developed by the Leadership Joint Safety Committee (LJSC) at the work locations. The Committee shall conduct monthly employee safety meetings and shall meet prior to these meetings to prepare an agenda, topics, reports and presentations for productive, proactive and informative safety meetings. The committee shall report directly to the Leadership Joint Safety Committee on all matters and shall be responsible for investigating all unsafe acts/conditions when reported and take immediate action to correct the situation or make it safe then report their findings and recommendation(s) to the LJSC for review. Any issues that cannot be resolved by the Committee shall be referred to The Leadership Joint Safety for resolution.

### **Section 15.08. Job Descriptions**

(A) Management will ~~complete-begin~~ the task of drafting job descriptions for those positions which do not have them and update job descriptions when and where changes are required. The City will forward these new job description drafts and updated job descriptions to the Union in a timely manner for review, whereby the parties will meet, confer about said positions. The parties recognize that upgrades to the City's transmission system and its NERC classification relating to cyber-security and potentially as a transmission operator require certain positions to obtain certifications, undergo ongoing background screening and will include the additional requirements in the relevant position descriptions. In a case where a job is newly created or changed and the parties agree that it is appropriate for the bargaining unit or think that it is not, they shall submit a joint unit clarification petition to PERC to ensure the PERC certification reflects the correct positions in the bargaining unit. In the case of a disputed position, the parties retain their respective rights under the law to assert their position with respect to the positions with the Commission if they so choose.

### **Section 15.09. Working Conditions.**

(A) No Journeyman will be required to work on live voltages of over 480 volts phase to phase without another Journeyman present.

(B) Journeymen shall have a choice to hot stick or rubber glove any voltages 13.2 or above phase to phase (live). Journeymen are required to glove voltages below 13.2.

(C) No employee will be required to work outside in inclement weather except in cases of emergency. Emergency is defined as customer outages, lines down, where there is danger to personal property, or clogged or broken utility owned pipes. Inclement weather is defined as high winds, heavy rains and lightning, except for linemen who shall not be required to work in the rain except in cases of emergencies as defined above.

**Section 15.10. CDL License Renewal.** Employees required by the City to maintain a license shall have ~~one-half of~~ the renewal cost of the license paid for by the City.

**Section 15.11. Nepotism Exception.** Employees of the City shall be allowed to work in the same department as a relative of the employee provided that the relatives are not in a reporting relationship and so long as neither employee advocates for the appointment, employment, promotion or advancement of the other to a position within the City and meets all other obligations imposed by Florida Statute Section 112.3135, as amended from time to time. Management retains the sole discretion to assign crews on callback situations to allow for temporary and periodic assignment of relatives to the same crew.

**Section 15.12. Fire Retardant Clothing.** During the term of this Agreement, the parties agree that the City will move toward a procedure to provide each employee required by their position to wear fire retardant clothing the opportunity to order through a City-authorized vendor up to an appropriate dollar amount of required Fire Retardant Clothing.

The Leadership Joint Safety Committee shall determine the nature and type of the required fire retardant clothing and the annual cost estimate associated with the clothing. The Leadership Joint Safety Committee shall address and review these fire retardant clothing issues as directed by the City and IBEW negotiating teams and shall report back to the City and IBEW negotiating committees regarding their findings within the parameters jointly set by the City and IBEW negotiating teams. Such findings shall be reviewed by the City and IBEW negotiating committees and the parties shall memorialize any agreement through a Memorandum of Understanding reflecting the nature and type of the required fire retardant clothing and the appropriate annual amounts to be authorized.

Once fire retardant clothing is ordered, the maintenance, cleaning and care of such clothing and gear shall be the sole responsibility of the employee. Employees who do not utilize all of the available funds for the purchase of such clothing by the end of each fiscal year shall forfeit the use of any remaining funds.

## ARTICLE XVI

### COMPLETE AGREEMENT, CONFLICT WITH LAWS AND GOVERNMENT REGULATIONS

#### **Section 16.01. ~~Conflict with Laws and Government Regulations~~ Complete Agreement.**

(A) —The Union and the City acknowledge that they had an opportunity, during the negotiations which led to this Agreement, to bargain over any and all subjects not removed by law from the scope of bargaining. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations, it being understood that the Union and the City have achieved only those benefits which are expressly set forth in this Agreement. During the term of this Agreement, the Union and the City waive any right to further bargain concerning any matter over which they might have the right to bargain, except with regard to any changes which the Union and the City should desire to make which have the effect of altering wages, benefits, or terms and conditions of employment embodied in this Agreement. In the event any such changes are made by the Union and the City, it is agreed that they may be made at the time desired by the Union and the City, however, the Union and the City shall have the right, upon request, to bargain over the effects which such changes have brought upon this Agreement, if any, and to secure a written amendment to this Agreement, ratified by both parties, if such bargaining produces an agreement.

**Section 16.02. ~~Conflict with Laws and Governmental Regulations.~~ (B) —**Any part of this Agreement that may be construed by proper authority or by mutual agreement to be in conflict with mandatory State or Federal laws or Executive orders, then such part shall be suspended and the appropriate mandatory provision of the State or Federal laws or Executive order shall prevail.

**Section 16.03. ~~Agreement Supersedes.~~** This Agreement shall supersede any resolutions, regulations or practices of the City, promulgated and adopted by the City. This Agreement shall supersede any Memoranda of Understanding between the City and the Union that are not specifically incorporated into this Agreement.

**Section 16.04. ~~Exclusive Benefits.~~** There shall be no benefits, implied or otherwise, accruing to the benefit of the bargaining unit or the member thereof except those benefits as herein expressly provided in this Agreement.

**ARTICLE XVII**

**WAGES**

**Section 17.01.**

**(A) Wage Increases During the Term of Contract.** All bargaining unit classifications within IBEW shall receive an increase in base pay effective as follows:

<p><u>Effective</u> October 1, <del>2018</del><u>2021</u></p>	<p><u>The following classifications shall have the Maximum of the salary range specially adjusted to:</u></p> <p><u>Lineman (4558) = \$43.37</u>  <u>Troubleman (4556) = \$45.59</u>  <u>Line Foreman (4552) = \$45.59</u>  <u>Substation Foreman (4570)* = \$45.59</u>  <u>Substation Electrician (4576)** = \$44.39</u></p> <p><u>Pre-Apprenticeship (1st 6 months) (4560a) = \$26.02</u>  <u>Pre-Apprenticeship (2nd 6 months) (4560b) = \$28.19</u>  <u>Apprentice Lineman (1st Step—6 months) (4560c) = \$30.36</u>  <u>Apprentice Lineman (2nd Step—6 months) (4560d) = \$32.53</u>  <u>Apprentice Lineman (3rd Step—6 months) (4560e) = \$34.70</u>  <u>Apprentice Lineman (4th Step—6 months) (4560f) = \$36.86</u>  <u>Apprentice Lineman (5th Step—6 months) (4560g) = \$39.03</u>  <u>Apprentice Lineman (6th Step—6 months) (4560h) = \$41.20</u></p>
<p><u>October 1, 2018</u><u>Effective</u> <u>October 1, 2021</u></p>	<p><u>23% increase in base pay for all employees, including the special adjustments listed above retroactive to October 1, 2018, payable within-</u></p>
<p><u>First full pay period after ratification by both parties</u></p>	<p><u>Classifications of Lineman (4558), Troubleman (4556), and Line Foreman (4552), Pre Apprenticeship (1st 6 months) (4560a), Pre Apprenticeship (2nd 6 months) (4560b), Apprentice Lineman (1st Step—6 months) (4560c), Apprentice Lineman (2nd Step—6 months) (4560d), Apprentice Lineman (3rd Step—6 months) (4560e), Apprentice Lineman (4th Step—6 months) (4560f), Apprentice Lineman (5th Step—6 months) (4560g), Apprentice Lineman (6th Step—6 months) (4560h) shall receive a 5% increase in base pay.</u></p>
<p><u>October 1, 2019</u><u>2022</u></p>	<p><u>2.53% increase in base pay</u></p>
<p><u>October 1, 2020</u><u>2023</u></p>	<p><u>3% increase in base pay</u></p>

**(B)** In the 2021/2022 fiscal year, each bargaining unit member shall receive a one-time signing incentive equal to the gross amount of \$2,000.00, less applicable withholdings/deductions, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.

**Section 17.02. Pay Plan.** The wage ranges for all bargaining unit classifications are set forth in

Attachment "A" to this Agreement.

**Section 17.03. Promotions.** Any employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of 5% of the employees current rate of pay or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

**Section 17.04. Performance Evaluations and Merit Plan.**

(A) Performance Evaluations. It is the City's intent to create and implement an electronic City- wide performance evaluation tool. ~~The City agrees to bargain this matter to the extent required by Law~~During the Term of this Agreement, the Performance Evaluation will not impact wages or be used to determine wage rates or increases.

(B) Merit Plan. ~~The parties incorporate by reference the relevant portions of Section I.C. (found at pages 2 through 6) of the report entitled, "Proposal for Merit Compensation: A Report of the Joint Advisory Committee of the City of Lake Worth and the International Brotherhood of Electrical Workers, Local 359 3," submitted to the City Manager on 22 March 1995. Many of the IBEW positions will be paid at the top of the position's scale. For non-journeyman positions, employees begin at the bottom of the pay scale for the position, and upon demonstration of satisfactory progression towards journeyman-level proficiency and skill, receive a merit step raise.~~

The merit step plan calls for semiannual performance appraisals. The employee's supervisor will then evaluate the employee to determine whether the employee has successfully completed the probationary period. If not, the supervisor has the option to reject the employee's probation (the employee loses the job) or to extend the probation another three months, after which another evaluation is done. If the employee successfully completes the probationary period, the employee will receive a raise.

The amount of such raise will vary, depending upon the employee's classification. If the position is one that tops out (e.g. lineman), the employee will receive a raise to the top of the pay scale. If the position is one that does not top out, then the employee will receive a raise equal to 25% of the difference between the bottom and the top of the range (for those positions with two-year target progressions, e.g. Utility Service Worker) or 12.5% of the difference between the top and bottom of the range (for those positions with a four-year target progression, e.g. Apprentice Lineman, Meterman).

The goal is for employees to receive merit raises only as they become more skilled in their trade, and therefore more useful to the City, as employer. Usually this training process will take approximately two years from date of hire, although there are a few exceptions.

Top-out. Employees filling the following journeyman positions shall be paid at the bottom of their pay scales during their probationary period, and then shall "top out" upon satisfactory completion of their probation:

<u>Shift Supervisor (Shift Leader)</u>	<u>Tree Trimmer Foreman</u>	<u>Meter Service Worker Foreman</u>
<u>Combined Control Room Operator</u>	<u>Tree Trimmer/Spray Technician</u>	<u>Meter Service Worker</u>

<u>Chief Electrician</u>	<u>Tree Trimmer</u>	<u>Meter Reader</u>
<u>Chief Mechanic</u>	<u>Groundman</u>	<u>Water Meter Foreman</u>
<u>Instrumentation and Controls Specialist</u>	<u>Substation Foreman</u>	<u>Water Distribution Foreman</u>
<u>Results Specialist</u>	<u>Meter Foreman</u>	<u>Sewer Collection Foreman</u>
<u>Mechanic/Welder</u>	<u>Meter &amp; Relay Specialist</u>	<u>Treatment Operator A</u>
<u>Power Plant Electrician</u>	<u>Substation Electrician/Lineman</u>	<u>Treatment Operator B</u>
<u>Mechanic</u>	<u>Electric Meterman A</u>	<u>Treatment Operator C</u>
<u>Instrument Technician</u>	<u>Lift Station Foreman</u>	<u>Water/Sewer Electrician</u>
		<u>Water Production Maintenance Mechanic</u>

Water Treatment Operators B and C, as well as Treatment Operator Trainee, do not receive the minimum raise on promotion to the next higher grade since, after six months (and pending satisfactory completion of the probationary period) those employees would top-out, receiving a substantial pay increase.

Line Foreman, Troubleman, and Lineman positions shall be hired at the top of the pay scale applicable at the time of hiring and are not subject to waiting six months to attain the top of the pay scale.

Evaluations. The employee will receive semi-annual evaluations with an eye towards eventually topping out in the pay scale; each semi-annual evaluation will be progressively more comprehensive, with stricter performance requirements. For example, an Auxiliary Equipment Operator seeking a raise from Merit Step 2 to Step 3 will be required to know how to operate more pieces of apparatus and with greater skill than an Auxiliary Equipment Operator seeking a raise to Step 2.

The evaluation for successful completion of the probationary period shall be on the same form as regular merit step evaluations. Since the employee would be expected (if advanced beyond probation) to perform at journeyman levels, the probationary employee will be judged using the same strict standards as required of any employee seeking the final merit step raise. That is, to complete the probationary period for a top-out position, the employee must demonstrate skill and proficiency at least equal to that of the rest of the employees who are topped-out in that classification. Future evaluation, once the employee has topped-out, by either route, shall be undertaken on an annual basis, for the purpose of review of performance, as a management tool.

The Employee Performance and Skill Level Review form is used in evaluating all bargaining unit members' performance. The employee is graded in two overall categories: General and Skill Level, each of which has approximately ten areas in which the employee is graded by his/her supervisor. The first category rates, as its title suggests, general work habits. The second category focuses on more job-specific aspects of the work. To provide criteria for rating the skill levels, the employee's job description will be attached to the evaluation.

The employee is rated on the following scale: below expectations, meets expectations, or above expectations. Below, Meets, and Above each has a numerical value: 1, 2, and 3, respectively. In order for an employee to receive a merit raise (or to complete probation successfully), the employee

must average at least a two and must have no more than two Below ratings in either General or Skill Level.

This means two Belows in the General category or two in the Skill Level category. If an employee has two in one category and one in the other, this would not preclude the employee from receiving a raise, as long as the overall average is at least two. However, an employee, who receives ratings of Above in six Skill Level factors, but Below ratings on the other five factors, would not receive a merit raise, even though the average is 2.1.

This is designed so that employees who are weak in certain areas but who shine in others will not be held back as long as they maintain certain minimum standards. However, only those employees who truly merit a raise will receive one; even though an employee may sufficiently meet expectations so as to remain an employee, such employee may not warrant a merit raise due to sub-par performance in too many areas.

The evaluation also provides space for the rater to list specifics supporting an Above or Below rating; raters must include goals for the employee to achieve in order to improve a Below rating. Additionally, there is an area for the employee to place their comments, as well as an area for the employee to acknowledge review of the evaluation with the rating supervisor and indicate agreement or disagreement with the evaluation. The employee's chain of command reviews the evaluation, indicating their agreement or disagreement. Once the chain of command has signed off on the evaluation, the original is submitted to Human Resources and the employee receives a copy.

If a reviewing official disagrees with the evaluation, the original evaluation form is provided to Human Resources and a copy is returned to the rater to prepare a revised evaluation, which the rater then reviews with the employee and the process begins again. The reviewing official and the rater are encouraged to discuss the issues before preparing the revised evaluation. Once the revised evaluation is completed and bears the appropriate signatures indicating agreement, the original is submitted to Human Resources and attached to the original evaluation, which is crossed out, to indicate that the original is not to be used for future raises, promotions or evaluations. The employee receives a copy and has the opportunity to discuss the revised evaluation with the Director of Human Resources.

If the employee disagrees with the evaluation, believing that the terms of the collective bargaining agreement have been violated, the employee or the union may grieve the matter. Such grievances will start at Step 4.

The evaluation form is not a disciplinary tool. The employee should not first learn about performance concerns (e.g. safety or attendance) upon receiving the semiannual evaluation. The evaluation is a tool for management and the employee to ascertain the employee's strengths and weaknesses, for the dual purpose of guiding the employee on how to perform the job better and determining whether the employee is prepared for a subsequent promotion. The evaluation does not supplant management rights with respect to discipline for just cause.

**Section 17.05. No Continuing Effect.** Nothing in this Agreement shall be construed to require any increases in wages after the expiration date specified above in section 1.03 except as identified in Section 17.04 above.

**Section 17.06. Longevity Bonus.** No employee shall receive a longevity bonus until a successor agreement is ratified by the parties, unless the employee was eligible to receive longevity prior to September

30, 2011. For an employee who was eligible for longevity prior to September 30, 2011, 70% of the employee's longevity bonus rate will be calculated and used as a fixed 'add pay' amount per hour as of October 1, 2011.

**Section 17.07. State of Emergency.** Once the ~~Utility director~~Electric Utility Director or designee declares a State of Emergency for the ~~City of Lake Worth~~Electric Utility, or the Water Utility Director or designee declares a State of Emergency for the Water Utility, employees who are deemed essential to restore utility services to the City shall receive regular pay plus one and one half (1 ½) times regular rate of pay for hours worked until emergency state is undeclared.



**SIGNATURE PAGE**

This Agreement was entered into effective ~~retroactively to October 1, 2018~~ \_\_\_\_\_, 2021.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, ~~2019~~2021.

CITY OF LAKE WORTH BEACH, FLORIDA  
Reviewed and Approved for Execution

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 359-3

BY: \_\_\_\_\_

BY: \_\_\_\_\_

~~Michael Bornstein~~ Juan Ruiz, Interim City Manager  
Soriano, Business Manager

~~Doug Sawyer~~ Ivan

Local 359-3

BY: \_\_\_\_\_

BY: \_\_\_\_\_

~~Pam Triolo~~ Betty C. Resch, Mayor  
Chair Local 359-3

Samuel L. Jackson,

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_

Glen J. Torcivia, City Attorney

ATTEST:

BY: \_\_\_\_\_

~~Deborah M. Andrea~~ Melissa Ann Coyne, CMC,  
City Clerk

**ATTACHMENT "A"**  
EFFECTIVE 10/1/~~2018~~2021

<u>BARGAINING UNIT JOBS (by Division)</u>		<u>PAY SCALE</u>	
Electric Power Production Division			
Operations			
Job Code	Title	Min	Max
4500	Shift leader	<del>\$39.37</del> - <del>\$36.20</del>	<del>\$43.17</del> - <del>\$39.70</del>
4502	Shift leader Relief	<del>\$37.69</del> - <del>\$34.66</del>	<del>\$40.09</del> - <del>\$36.87</del>
4501	Chief Shift Leader	<del>\$43.17</del> - <del>\$39.70</del>	<del>\$45.33</del> - <del>\$41.68</del>
4506	Combined Control Room Operator	<del>\$35.45</del> - <del>\$32.60</del>	<del>\$37.20</del> - <del>\$34.21</del>
4510	Combined Control Room Operator Relief	<del>\$32.34</del> - <del>\$29.74</del>	<del>\$33.95</del> - <del>\$31.22</del>
4514	Auxiliary Equipment Operator	<del>\$23.80</del> - <del>\$21.89</del>	<del>\$30.16</del> - <del>\$27.73</del>
4516	Plant Helper	<del>\$19.95</del> - <del>\$18.35</del>	<del>\$23.53</del> - <del>\$21.63</del>
Maintenance			
Job Code	Title	Min	Max
4520	Chief Electrician	<del>\$39.37</del> - <del>\$36.20</del>	<del>\$43.17</del> - <del>\$39.70</del>
4521	Chief Mechanic	<del>\$39.37</del> - <del>\$36.20</del>	<del>\$43.17</del> - <del>\$39.70</del>
4523	Performance and Environmental Specialist	<del>\$39.37</del> - <del>\$36.20</del>	<del>\$43.17</del> - <del>\$39.70</del>
4522	Instrumentation and Controls Specialist	<del>\$38.00</del> - <del>\$34.94</del>	<del>\$40.91</del> - <del>\$37.62</del>
4526	Results Specialist	<del>\$38.00</del> - <del>\$34.94</del>	<del>\$40.91</del> - <del>\$37.62</del>
4528	Machinist	<del>\$36.32</del> - <del>\$33.40</del>	<del>\$38.09</del> - <del>\$35.03</del>
4530	Mechanic I Welder	<del>\$35.89</del> - <del>\$33.00</del>	<del>\$38.09</del> - <del>\$35.03</del>
4532	Power Plant Electrician	<del>\$35.45</del> - <del>\$32.60</del>	<del>\$37.19</del> - <del>\$34.20</del>
4534	Mechanic	<del>\$35.45</del> - <del>\$32.60</del>	<del>\$37.19</del> - <del>\$34.20</del>
4536	Instrument Technician	<del>\$35.45</del> - <del>\$32.60</del>	<del>\$37.19</del> - <del>\$34.20</del>
4509	Results Technician	<del>\$27.52</del> - <del>\$25.31</del>	<del>\$30.16</del> - <del>\$27.73</del>
4540	Parts & Property Clerk	<del>\$26.16</del> - <del>\$24.06</del>	<del>\$30.77</del> - <del>\$28.29</del>
4542	Apprentice Electrician	<del>\$27.52</del> - <del>\$25.31</del>	<del>\$30.16</del> - <del>\$27.73</del>
4544	Apprentice Instrument Technician	<del>\$29.23</del> - <del>\$26.88</del>	<del>\$30.16</del> - <del>\$27.73</del>
4546	Apprentice Mechanic	<del>\$29.23</del> - <del>\$26.88</del>	<del>\$30.16</del> - <del>\$27.73</del>
4515	Maintenance Foreman	<del>\$43.17</del> - <del>\$39.70</del>	<del>\$45.33</del> - <del>\$41.68</del>
Electrical Transmission and Distribution Division			
Job Code	Title	Min	Max
4552	Line Foreman	<del>\$41.33</del> - <del>\$36.20</del>	<del>\$46.96</del> - <del>\$39.70</del>
4556	Troubleman	<del>\$41.33</del> - <del>\$36.20</del>	<del>\$46.96</del> - <del>\$39.70</del>
4558	Lineman	<del>\$37.86</del> - <del>\$33.16</del>	<del>\$44.67</del> - <del>\$36.46</del>
4559	Utilities Coordinator	<del>\$31.48</del> - <del>\$28.94</del>	<del>\$37.87</del> - <del>\$34.83</del>
4560	Apprentice Lineman (Generally)	<del>\$26.80</del> - <del>\$19.90</del>	<del>\$42.44</del> - <del>\$31.50</del>
4560a	Pre-Apprenticeship (1st 6 months)	<del>\$26.80</del> - <del>\$19.90</del>	<del>\$26.80</del> - <del>\$19.90</del>
4560b	Pre-Apprenticeship (2nd 6 months)	<del>\$29.04</del> - <del>\$21.56</del>	<del>\$29.04</del> - <del>\$21.56</del>
4560c	Apprentice Lineman (1st Step—6 months)	<del>\$31.27</del> - <del>\$23.22</del>	<del>\$31.27</del> - <del>\$23.22</del>

4560d	Apprentice Lineman (2nd Step—6 months)	<del>\$33.51</del> <del>-\$ 24.87</del>	<del>\$33.51</del> <del>-\$ 24.87</del>
4560e	Apprentice Lineman (3rd Step—6 months)	<del>\$35.74</del> <del>-\$ 26.53</del>	<del>\$35.74</del> <del>-\$ 26.53</del>
4560f	Apprentice Lineman (4th Step—6 months)	<del>\$37.97</del> <del>-\$ 28.19</del>	<del>\$37.97</del> <del>-\$ 28.19</del>
4560g	Apprentice Lineman (5th Step—6 months)	<del>\$40.20</del> <del>-\$ 29.85</del>	<del>\$40.20</del> <del>-\$ 29.85</del>
4560h	Apprentice Lineman (6th Step—6 months)	<del>\$42.44</del> <del>-\$ 31.50</del>	<del>\$42.44</del> <del>-\$ 31.50</del>
4568	Troubleman Helper	<del>\$23.77</del> <del>-\$ 21.86</del>	<del>\$25.76</del> <del>-\$ 23.69</del>
4564	Tree Trimmer Foreman	<del>\$25.64</del> <del>-\$ 23.58</del>	<del>\$28.00</del> <del>-\$ 25.74</del>
4565	Tree Trimmer I Spray Technician	<del>\$21.56</del> <del>-\$ 19.82</del>	<del>\$25.10</del> <del>-\$ 23.09</del>
4566	Tree Trimmer	<del>\$19.95</del> <del>-\$ 18.35</del>	<del>\$23.51</del> <del>-\$ 21.62</del>
4569	Groundman	<del>\$19.95</del> <del>-\$ 18.35</del>	<del>\$23.51</del> <del>-\$ 21.62</del>
<b>Engineering</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4189	Engineer Field Planner	<del>\$39.37</del> <del>-\$ 36.20</del>	<del>\$43.17</del> <del>-\$ 39.70</del>
4188	CAD/GIS	<del>\$28.61</del> <del>-\$ 26.31</del>	<del>\$40.06</del> <del>-\$ 36.83</del>
<b>Meter, Relays, Customer Service &amp; Substation Work</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4570	Substation Foreman	<del>\$39.37</del> <del>-\$ 36.20</del>	<del>\$46.96</del> <del>-\$ 39.70</del>
4572	Meter Foreman	<del>\$39.37</del> <del>-\$ 36.20</del>	<del>\$43.17</del> <del>-\$ 39.70</del>
4574	Meter & Relay Specialist	<del>\$38.45</del> <del>-\$ 35.36</del>	<del>\$40.35</del> <del>-\$ 37.11</del>
4582	Electronic Device Specialist	<del>\$26.51</del> <del>-\$ 24.38</del>	<del>\$34.66</del> <del>-\$ 31.87</del>
4576	Substation Electrician / Lineman	<del>\$36.06</del> <del>-\$ 33.16</del>	<del>\$45.72</del> <del>-\$ 36.46</del>
4578	Electric Meterman "A"	<del>\$36.35</del> <del>-\$ 33.42</del>	<del>\$37.93</del> <del>-\$ 34.89</del>
4580	Electric Meterman	<del>\$25.25</del> <del>-\$ 23.22</del>	<del>\$31.48</del> <del>-\$ 28.94</del>
4583	Meter Service Foreman	<del>\$27.16</del> <del>-\$ 24.98</del>	<del>\$29.53</del> <del>-\$ 27.15</del>
4584	Meter Service Worker	<del>\$24.04</del> <del>-\$ 22.10</del>	<del>\$27.14</del> <del>-\$ 24.96</del>
4586	Meter Reader	<del>\$16.24</del> <del>-\$ 14.94</del>	<del>\$24.01</del> <del>-\$ 22.08</del>
<b>Water Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4095	General Foreman	<del>\$37.61</del> <del>-\$ 34.58</del>	<del>\$41.78</del> <del>-\$ 38.42</del>
4208	Water Meter Foreman	<del>\$28.18</del> <del>-\$ 25.92</del>	<del>\$32.17</del> <del>-\$ 29.58</del>
4212	Foreman	<del>\$28.18</del> <del>-\$ 25.92</del>	<del>\$32.17</del> <del>-\$ 29.58</del>
4234	Water Meter Repair Worker	<del>\$19.70</del> <del>-\$ 18.12</del>	<del>\$27.81</del> <del>-\$ 25.58</del>
4220	Equipment Operator	<del>\$19.70</del> <del>-\$ 18.12</del>	<del>\$27.81</del> <del>-\$ 25.58</del>
4226	Utility Service Worker	<del>\$19.70</del> <del>-\$ 18.12</del>	<del>\$27.81</del> <del>-\$ 25.58</del>
<b>Sewer Collection Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4212	Foreman	<del>\$28.18</del> <del>-\$ 25.92</del>	<del>\$32.17</del> <del>-\$ 29.58</del>
4225	Line Technician	<del>\$23.77</del> <del>-\$ 21.86</del>	<del>\$29.18</del> <del>-\$ 26.83</del>
4220	Equipment Operator	<del>\$19.70</del> <del>-\$ 18.12</del>	<del>\$27.81</del> <del>-\$ 25.58</del>
4226	Utility Service Worker	<del>\$19.70</del> <del>-\$ 18.12</del>	<del>\$27.81</del> <del>-\$ 25.58</del>
4230	Trainee	<del>\$16.27</del> <del>-\$ 14.97</del>	<del>\$17.85</del> <del>-\$ 16.41</del>

Water Treatment Plant Division			
Job Code	Title	Min	Max
4240	Treatment Operator "A"	<del>\$32.05</del> <del>\$ 29.48</del>	<del>\$37.16</del> <del>\$34.18</del>
4242	Treatment Operator "B"	<del>\$30.69</del> <del>\$ 28.22</del>	<del>\$32.04</del> <del>\$29.47</del>
4244	Treatment Operator "C"	<del>\$21.99</del> <del>\$ 20.22</del>	<del>\$26.90</del> <del>\$24.74</del>
4241	Laboratory Administrator	<del>\$32.05</del> <del>\$ 29.48</del>	<del>\$37.16</del> <del>\$34.18</del>
4236	Laboratory Assistant	<del>\$22.89</del> <del>\$ 21.04</del>	<del>\$30.03</del> <del>\$27.62</del>
4246	Water I Sewer Electrician	<del>\$35.45</del> <del>\$ 32.60</del>	<del>\$37.19</del> <del>\$34.20</del>
4248	Water Production Maintenance Mechanic	<del>\$35.45</del> <del>\$ 32.60</del>	<del>\$37.19</del> <del>\$34.20</del>
4238	Water Production Maint. Mechanic Helper	<del>\$22.89</del> <del>\$ 21.04</del>	<del>\$30.03</del> <del>\$27.62</del>
4250	Treatment Operator Trainee	<del>\$18.83</del> <del>\$ 17.32</del>	<del>\$21.72</del> <del>\$19.97</del>
Sewer Pumping Division			
Job Code	Title	Min	Max
4260	Lift Station Foreman	<del>\$25.22</del> <del>\$ 23.20</del>	<del>\$35.45</del> <del>\$32.60</del>
4264	Lift Station Mechanic	<del>\$19.70</del> <del>\$ 18.12</del>	<del>\$29.23</del> <del>\$26.88</del>
4230	Trainee	<del>\$16.27</del> <del>\$ 14.97</del>	<del>\$17.85</del> <del>\$16.41</del>

EFFECTIVE 1<sup>ST</sup> FULL PAY PERIOD AFTER RATIFICATION BY BOTH PARTIES

BARGAINING UNIT JOBS (by Division)		PAY SCALE	
Electric Power Production Division			
Operations			
Job Code	Title	Min	Max
4500	Shift leader	<del>\$ 36.20</del>	<del>\$ 39.70</del>
4502	Shift leader Relief	<del>\$ 34.66</del>	<del>\$ 36.87</del>
4501	Chief Shift Leader	<del>\$ 39.70</del>	<del>\$ 41.68</del>
4506	Combined Control Room Operator	<del>\$ 32.60</del>	<del>\$ 34.21</del>
4510	Combined Control Room Operator Relief	<del>\$ 29.74</del>	<del>\$ 31.22</del>
4514	Auxiliary Equipment Operator	<del>\$ 21.89</del>	<del>\$ 27.73</del>
4516	Plant Helper	<del>\$ 18.35</del>	<del>\$ 21.63</del>
Maintenance			
Job Code	Title	Min	Max
4520	Chief Electrician	<del>\$ 36.20</del>	<del>\$ 39.70</del>
4521	Chief Mechanic	<del>\$ 36.20</del>	<del>\$ 39.70</del>
4523	Performance and Environmental Specialist	<del>\$ 36.20</del>	<del>\$ 39.70</del>
4522	Instrumentation and Controls Specialist	<del>\$ 34.94</del>	<del>\$ 37.62</del>
4526	Results Specialist	<del>\$ 34.94</del>	<del>\$ 37.62</del>
4528	Machinist	<del>\$ 33.40</del>	<del>\$ 35.03</del>
4530	Mechanic I Welder	<del>\$ 33.00</del>	<del>\$ 35.03</del>
4532	Power Plant Electrician	<del>\$ 32.60</del>	<del>\$ 34.20</del>
4534	Mechanic	<del>\$ 32.60</del>	<del>\$ 34.20</del>
4536	Instrument Technician	<del>\$ 32.60</del>	<del>\$ 34.20</del>
4509	Results Technician	<del>\$ 25.31</del>	<del>\$ 27.73</del>
4540	Parts & Property Clerk	<del>\$ 24.06</del>	<del>\$ 28.29</del>
4542	Apprentice Electrician	<del>\$ 25.31</del>	<del>\$ 27.73</del>
4544	Apprentice Instrument Technician	<del>\$ 26.88</del>	<del>\$ 27.73</del>
4546	Apprentice Mechanic	<del>\$ 26.88</del>	<del>\$ 27.73</del>
4515	Maintenance Foreman	<del>\$ 39.70</del>	<del>\$ 41.68</del>
Electrical Transmission and Distribution Division			
Job Code	Title	Min	Max
4552	Line Foreman	<del>\$ 38.01</del>	<del>\$ 41.69</del>
4556	Troubleman	<del>\$ 38.01</del>	<del>\$ 41.69</del>
4558	Lineman	<del>\$ 34.82</del>	<del>\$ 38.28</del>
4559	Utilities Coordinator	<del>\$ 28.94</del>	<del>\$ 34.83</del>
4560	Apprentice Lineman (Generally)	<del>\$ 20.90</del>	<del>\$ 33.08</del>
4560a	Pre-Apprenticeship (1st 6 months)	<del>\$ 20.90</del>	<del>\$ 20.90</del>
4560b	Pre-Apprenticeship (2nd 6 months)	<del>\$ 22.64</del>	<del>\$ 22.64</del>
4560e	Apprentice Lineman (1st Step—6 months)	<del>\$ 24.38</del>	<del>\$ 24.38</del>
4560d	Apprentice Lineman (2nd Step—6 months)	<del>\$ 26.11</del>	<del>\$ 26.11</del>
4560e	Apprentice Lineman (3rd Step—6 months)	<del>\$ 27.86</del>	<del>\$ 27.86</del>

4560f	Apprentice Lineman (4th Step—6 months)	<del>\$ 29.60</del>	<del>\$ 29.60</del>
4560g	Apprentice Lineman (5th Step—6 months)	<del>\$ 31.34</del>	<del>\$ 31.34</del>
4560h	Apprentice Lineman (6th Step—6 months)	<del>\$ 33.08</del>	<del>\$ 33.08</del>
4568	Troubleman Helper	<del>\$ 21.86</del>	<del>\$ 23.69</del>
4564	Tree Trimmer Foreman	<del>\$ 23.58</del>	<del>\$ 25.74</del>
4565	Tree Trimmer I Spray Technician	<del>\$ 19.82</del>	<del>\$ 23.09</del>
4566	Tree Trimmer	<del>\$ 18.35</del>	<del>\$ 21.62</del>
4569	Groundman	<del>\$ 18.35</del>	<del>\$ 21.62</del>
<b>Engineering</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4189	Engineer Field Planner	<del>\$ 36.20</del>	<del>\$ 39.70</del>
4188	CAD/GIS	<del>\$ 26.31</del>	<del>\$ 36.83</del>
<b>Meter, Relays, Customer Service &amp; Substation Work</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4570	Substation Foreman	<del>\$ 36.20</del>	<del>\$ 39.70</del>
4572	Meter Foreman	<del>\$ 36.20</del>	<del>\$ 39.70</del>
4574	Meter & Relay Specialist	<del>\$ 35.36</del>	<del>\$ 37.11</del>
4582	Electronic Device Specialist	<del>\$ 24.38</del>	<del>\$ 31.87</del>
4576	Substation Electrician / Lineman	<del>\$ 33.16</del>	<del>\$ 36.46</del>
4578	Electric Meterman "A"	<del>\$ 33.42</del>	<del>\$ 34.89</del>
4580	Electric Meterman	<del>\$ 23.22</del>	<del>\$ 28.94</del>
4583	Meter Service Foreman	<del>\$ 24.98</del>	<del>\$ 27.15</del>
4584	Meter Service Worker	<del>\$ 22.10</del>	<del>\$ 24.96</del>
4586	Meter Reader	<del>\$ 14.94</del>	<del>\$ 22.08</del>
<b>Water Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4095	General Foreman	<del>\$ 34.58</del>	<del>\$ 38.42</del>
4208	Water Meter Foreman	<del>\$ 25.92</del>	<del>\$ 29.58</del>
4212	Foreman	<del>\$ 25.92</del>	<del>\$ 29.58</del>
4234	Water Meter Repair Worker	<del>\$ 18.12</del>	<del>\$ 25.58</del>
4220	Equipment Operator	<del>\$ 18.12</del>	<del>\$ 25.58</del>
4226	Utility Service Worker	<del>\$ 18.12</del>	<del>\$ 25.58</del>
<b>Sewer Collection Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4212	Foreman	<del>\$ 25.92</del>	<del>\$ 29.58</del>
4225	Line Technician	<del>\$ 21.86</del>	<del>\$ 26.83</del>
4220	Equipment Operator	<del>\$ 18.12</del>	<del>\$ 25.58</del>
4226	Utility Service Worker	<del>\$ 18.12</del>	<del>\$ 25.58</del>
4230	Trainee	<del>\$ 14.97</del>	<del>\$ 16.41</del>

Water Treatment Plant Division			
Job Code	Title	Min	Max
4240	Treatment Operator "A"	<del>\$ 29.48</del>	<del>\$34.18</del>
4242	Treatment Operator "B"	<del>\$ 28.22</del>	<del>\$29.47</del>
4244	Treatment Operator "C"	<del>\$ 20.22</del>	<del>\$24.74</del>
4241	Laboratory Administrator	<del>\$ 29.48</del>	<del>\$34.18</del>
4236	Laboratory Assistant	<del>\$ 21.04</del>	<del>\$27.62</del>
4246	Water I Sewer Electrician	<del>\$ 32.60</del>	<del>\$34.20</del>
4248	Water Production Maintenance Mechanic	<del>\$ 32.60</del>	<del>\$34.20</del>
4238	Water Production Maint. Mechanic Helper	<del>\$ 21.04</del>	<del>\$27.62</del>
4250	Treatment Operator Trainee	<del>\$ 17.32</del>	<del>\$19.97</del>
Sewer Pumping Division			
Job Code	Title	Min	Max
4260	Lift Station Foreman	<del>\$ 23.20</del>	<del>\$32.60</del>
4264	Lift Station Mechanic	<del>\$ 18.12</del>	<del>\$26.88</del>
4230	Trainee	<del>\$ 14.97</del>	<del>\$16.41</del>

EFFECTIVE 10/1/~~2019~~2022

BARGAINING UNIT JOBS (by Division)		PAY SCALE	
Electric Power Production Division			
Operations			
Job Code	Title	Min	Max
4500	Shift leader	<del>\$40.55</del> - <del>\$37.10</del>	<del>\$44.46</del> - <del>\$40.69</del>
4502	Shift leader Relief	<del>\$38.82</del> - <del>\$35.52</del>	<del>\$41.29</del> - <del>\$37.79</del>
4501	Chief Shift Leader	<del>\$44.46</del> - <del>\$40.69</del>	<del>\$46.69</del> - <del>\$42.73</del>
4506	Combined Control Room Operator	<del>\$36.52</del> - <del>\$33.42</del>	<del>\$38.32</del> - <del>\$35.07</del>
4510	Combined Control Room Operator Relief	<del>\$33.31</del> - <del>\$30.48</del>	<del>\$34.97</del> - <del>\$32.00</del>
4514	Auxiliary Equipment Operator	<del>\$24.52</del> - <del>\$22.43</del>	<del>\$31.06</del> - <del>\$28.42</del>
4516	Plant Helper	<del>\$20.55</del> - <del>\$18.80</del>	<del>\$24.23</del> - <del>\$22.17</del>
Maintenance			
Job Code	Title	Min	Max
4520	Chief Electrician	<del>\$40.55</del> - <del>\$37.10</del>	<del>\$44.46</del> - <del>\$40.69</del>
4521	Chief Mechanic	<del>\$40.55</del> - <del>\$37.10</del>	<del>\$44.46</del> - <del>\$40.69</del>
4523	Performance and Environmental Specialist	<del>\$40.55</del> - <del>\$37.10</del>	<del>\$44.46</del> - <del>\$40.69</del>
4522	Instrumentation and Controls Specialist	<del>\$39.14</del> - <del>\$35.82</del>	<del>\$42.14</del> - <del>\$38.56</del>
4526	Results Specialist	<del>\$39.14</del> - <del>\$35.82</del>	<del>\$42.14</del> - <del>\$38.56</del>
4528	Machinist	<del>\$37.41</del> - <del>\$34.24</del>	<del>\$39.23</del> - <del>\$35.91</del>
4530	Mechanic I Welder	<del>\$36.96</del> - <del>\$33.82</del>	<del>\$39.23</del> - <del>\$35.91</del>
4532	Power Plant Electrician	<del>\$36.52</del> - <del>\$33.42</del>	<del>\$38.31</del> - <del>\$35.05</del>
4534	Mechanic	<del>\$36.52</del> - <del>\$33.42</del>	<del>\$38.31</del> - <del>\$35.05</del>
4536	Instrument Technician	<del>\$36.52</del> - <del>\$33.42</del>	<del>\$38.31</del> - <del>\$35.05</del>
4509	Results Technician	<del>\$28.35</del> - <del>\$25.94</del>	<del>\$31.06</del> - <del>\$28.42</del>
4540	Parts & Property Clerk	<del>\$26.95</del> - <del>\$24.66</del>	<del>\$31.69</del> - <del>\$29.00</del>
4542	Apprentice Electrician	<del>\$28.35</del> - <del>\$25.94</del>	<del>\$31.06</del> - <del>\$28.42</del>
4544	Apprentice Instrument Technician	<del>\$30.11</del> - <del>\$27.55</del>	<del>\$31.06</del> - <del>\$28.42</del>
4546	Apprentice Mechanic	<del>\$30.11</del> - <del>\$27.55</del>	<del>\$31.06</del> - <del>\$28.42</del>
4515	Maintenance Foreman	<del>\$44.46</del> - <del>\$40.69</del>	<del>\$46.69</del> - <del>\$42.73</del>
Electrical Transmission and Distribution Division			
Job Code	Title	Min	Max
4552	Line Foreman	<del>\$42.57</del> - <del>\$38.96</del>	<del>\$48.37</del> - <del>\$42.72</del>
4556	Troubleman	<del>\$42.57</del> - <del>\$38.96</del>	<del>\$48.37</del> - <del>\$42.72</del>
4558	Lineman	<del>\$39.00</del> - <del>\$35.69</del>	<del>\$46.01</del> - <del>\$39.24</del>
4559	Utilities Coordinator	<del>\$32.42</del> - <del>\$29.67</del>	<del>\$39.01</del> - <del>\$35.70</del>
4560	Apprentice Lineman (Generally)	<del>\$27.60</del> - <del>\$21.41</del>	<del>\$43.71</del> - <del>\$33.90</del>
4560a	Pre-Apprenticeship (1st 6 months)	<del>\$27.60</del> - <del>\$21.41</del>	<del>\$27.60</del> - <del>\$21.41</del>
4560b	Pre-Apprenticeship (2nd 6 months)	<del>\$29.91</del> - <del>\$23.20</del>	<del>\$29.91</del> - <del>\$23.20</del>
4560c	Apprentice Lineman (1st Step—6 months)	<del>\$32.21</del> - <del>\$24.99</del>	<del>\$32.21</del> - <del>\$24.99</del>
4560d	Apprentice Lineman (2nd Step—6 months)	<del>\$34.51</del> - <del>\$26.76</del>	<del>\$34.51</del> - <del>\$26.76</del>
4560e	Apprentice Lineman (3rd Step—6 months)	<del>\$36.81</del> - <del>\$28.55</del>	<del>\$36.81</del> - <del>\$28.55</del>
4560f	Apprentice Lineman (4th Step—6 months)	<del>\$39.10</del> - <del>\$30.34</del>	<del>\$39.10</del> - <del>\$30.34</del>



4560g	Apprentice Lineman (5th Step—6 months)	<del>\$41.41</del> <del>\$ 32.13</del>	<del>\$41.41</del> <del>\$ 32.13</del>
4560h	Apprentice Lineman (6th Step—6 months)	<del>\$43.71</del> <del>\$ 33.90</del>	<del>\$43.71</del> <del>\$ 33.90</del>
4568	Troubleman Helper	<del>\$24.49</del> <del>\$ 22.41</del>	<del>\$26.53</del> <del>\$ 24.28</del>
4564	Tree Trimmer Foreman	<del>\$26.41</del> <del>\$ 24.17</del>	<del>\$28.84</del> <del>\$ 26.39</del>
4565	Tree Trimmer I Spray Technician	<del>\$22.20</del> <del>\$ 20.32</del>	<del>\$25.85</del> <del>\$ 23.66</del>
4566	Tree Trimmer	<del>\$20.55</del> <del>\$ 18.80</del>	<del>\$24.22</del> <del>\$ 22.16</del>
4569	Groundman	<del>\$20.55</del> <del>\$ 18.80</del>	<del>\$24.22</del> <del>\$ 22.16</del>
<b>Engineering</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4189	Engineer Field Planner	<del>\$40.55</del> <del>\$ 37.10</del>	<del>\$44.46</del> <del>\$ 40.69</del>
4188	CAD/GIS	<del>\$29.47</del> <del>\$ 26.97</del>	<del>\$41.26</del> <del>\$ 37.75</del>
<b>Meter, Relays, Customer Service &amp; Substation Work</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4570	Substation Foreman	<del>\$40.55</del> <del>\$ 37.10</del>	<del>\$48.37</del> <del>\$ 40.69</del>
4572	Meter Foreman	<del>\$40.55</del> <del>\$ 37.10</del>	<del>\$44.46</del> <del>\$ 40.69</del>
4574	Meter & Relay Specialist	<del>\$39.60</del> <del>\$ 36.24</del>	<del>\$41.56</del> <del>\$ 38.03</del>
4582	Electronic Device Specialist	<del>\$27.31</del> <del>\$ 24.99</del>	<del>\$35.70</del> <del>\$ 32.67</del>
4576	Substation Electrician / Lineman	<del>\$37.14</del> <del>\$ 33.99</del>	<del>\$47.09</del> <del>\$ 37.37</del>
4578	Electric Meterman "A"	<del>\$37.44</del> <del>\$ 34.26</del>	<del>\$39.07</del> <del>\$ 35.76</del>
4580	Electric Meterman	<del>\$26.00</del> <del>\$ 23.80</del>	<del>\$32.42</del> <del>\$ 29.67</del>
4583	Meter Service Foreman	<del>\$27.98</del> <del>\$ 25.60</del>	<del>\$30.42</del> <del>\$ 27.83</del>
4584	Meter Service Worker	<del>\$24.76</del> <del>\$ 22.66</del>	<del>\$27.95</del> <del>\$ 25.58</del>
4586	Meter Reader	<del>\$16.73</del> <del>\$ 15.31</del>	<del>\$24.73</del> <del>\$ 22.63</del>
<b>Water Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4095	General Foreman	<del>\$38.73</del> <del>\$ 35.45</del>	<del>\$43.03</del> <del>\$ 39.38</del>
4208	Water Meter Foreman	<del>\$29.03</del> <del>\$ 26.56</del>	<del>\$33.13</del> <del>\$ 30.32</del>
4212	Foreman	<del>\$29.03</del> <del>\$ 26.56</del>	<del>\$33.13</del> <del>\$ 30.32</del>
4234	Water Meter Repair Worker	<del>\$20.30</del> <del>\$ 18.57</del>	<del>\$28.64</del> <del>\$ 26.22</del>
4220	Equipment Operator	<del>\$20.30</del> <del>\$ 18.57</del>	<del>\$28.64</del> <del>\$ 26.22</del>
4226	Utility Service Worker	<del>\$20.30</del> <del>\$ 18.57</del>	<del>\$28.64</del> <del>\$ 26.22</del>
<b>Sewer Collection Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4212	Foreman	<del>\$29.03</del> <del>\$ 26.57</del>	<del>\$33.13</del> <del>\$ 30.32</del>
4225	Line Technician	<del>\$24.49</del> <del>\$ 22.41</del>	<del>\$30.06</del> <del>\$ 27.51</del>
4220	Equipment Operator	<del>\$20.30</del> <del>\$ 18.57</del>	<del>\$28.64</del> <del>\$ 26.22</del>
4226	Utility Service Worker	<del>\$20.30</del> <del>\$ 18.57</del>	<del>\$28.64</del> <del>\$ 26.22</del>
4230	Trainee	<del>\$16.76</del> <del>\$ 15.34</del>	<del>\$18.39</del> <del>\$ 16.82</del>

Water Treatment Plant Division			
Job Code	Title	Min	Max
4240	Treatment Operator "A"	<del>\$33.02</del> \$ 30.22	<del>\$38.28</del> \$ 35.03
4242	Treatment Operator "B"	<del>\$31.61</del> \$ 28.93	<del>\$33.00</del> \$ 30.20
4244	Treatment Operator "C"	<del>\$22.65</del> \$ 20.73	<del>\$27.71</del> \$ 25.36
4241	Laboratory Administrator	<del>\$33.02</del> \$ 30.22	<del>\$38.28</del> \$ 35.03
4236	Laboratory Assistant	<del>\$23.57</del> \$ 21.57	<del>\$30.94</del> \$ 28.31
4246	Water I Sewer Electrician	<del>\$36.52</del> \$ 33.42	<del>\$38.31</del> \$ 35.05
4248	Water Production Maintenance Mechanic	<del>\$36.52</del> \$ 33.42	<del>\$38.31</del> \$ 35.05
4238	Water Production Maint. Mechanic Helper	<del>\$23.57</del> \$ 21.57	<del>\$30.94</del> \$ 28.31
4250	Treatment Operator Trainee	<del>\$19.39</del> \$ 17.75	<del>\$22.37</del> \$ 20.47
Sewer Pumping Division			
Job Code	Title	Min	Max
4260	Lift Station Foreman	<del>\$25.98</del> \$ 23.78	<del>\$36.52</del> \$ 33.42
4264	Lift Station Mechanic	<del>\$20.30</del> \$ 18.57	<del>\$30.11</del> \$ 27.55
4230	Trainee	<del>\$16.76</del> \$ 15.34	<del>\$18.39</del> \$ 16.82

EFFECTIVE 10/1/~~2020~~2023

BARGAINING UNIT JOBS (by Division)		PAY SCALE	
Electric Power Production Division			
Operations			
Job Code	Title	Min	Max
4500	Shift leader	<del>\$41.76</del> <del>\$ 38.22</del>	<del>\$45.80</del> <del>\$ 41.91</del>
4502	Shift leader Relief	<del>\$39.98</del> <del>\$ 36.59</del>	<del>\$42.53</del> <del>\$ 38.92</del>
4501	Chief Shift Leader	<del>\$45.80</del> <del>\$ 41.91</del>	<del>\$48.09</del> <del>\$ 44.01</del>
4506	Combined Control Room Operator	<del>\$37.61</del> <del>\$ 34.42</del>	<del>\$39.47</del> <del>\$ 36.12</del>
4510	Combined Control Room Operator Relief	<del>\$34.31</del> <del>\$ 31.40</del>	<del>\$36.02</del> <del>\$ 32.96</del>
4514	Auxiliary Equipment Operator	<del>\$25.25</del> <del>\$ 23.11</del>	<del>\$32.00</del> <del>\$ 29.28</del>
4516	Plant Helper	<del>\$21.17</del> <del>\$ 19.37</del>	<del>\$24.96</del> <del>\$ 22.84</del>
Maintenance			
Job Code	Title	Min	Max
4520	Chief Electrician	<del>\$41.76</del> <del>\$ 38.22</del>	<del>\$45.80</del> <del>\$ 41.91</del>
4521	Chief Mechanic	<del>\$41.76</del> <del>\$ 38.22</del>	<del>\$45.80</del> <del>\$ 41.91</del>
4523	Performance and Environmental Specialist	<del>\$41.76</del> <del>\$ 38.22</del>	<del>\$45.80</del> <del>\$ 41.91</del>
4522	Instrumentation and Controls Specialist	<del>\$40.31</del> <del>\$ 36.89</del>	<del>\$43.40</del> <del>\$ 39.72</del>
4526	Results Specialist	<del>\$40.31</del> <del>\$ 36.89</del>	<del>\$43.40</del> <del>\$ 39.72</del>
4528	Machinist	<del>\$38.53</del> <del>\$ 35.26</del>	<del>\$40.41</del> <del>\$ 36.98</del>
4530	Mechanic I Welder	<del>\$38.07</del> <del>\$ 34.84</del>	<del>\$40.41</del> <del>\$ 36.98</del>
4532	Power Plant Electrician	<del>\$37.61</del> <del>\$ 34.42</del>	<del>\$39.46</del> <del>\$ 36.11</del>
4534	Mechanic	<del>\$37.61</del> <del>\$ 34.42</del>	<del>\$39.46</del> <del>\$ 36.11</del>
4536	Instrument Technician	<del>\$37.61</del> <del>\$ 34.42</del>	<del>\$39.46</del> <del>\$ 36.11</del>
4509	Results Technician	<del>\$29.20</del> <del>\$ 26.72</del>	<del>\$32.00</del> <del>\$ 29.28</del>
4540	Parts & Property Clerk	<del>\$27.76</del> <del>\$ 25.40</del>	<del>\$32.64</del> <del>\$ 29.87</del>
4542	Apprentice Electrician	<del>\$29.20</del> <del>\$ 26.72</del>	<del>\$32.00</del> <del>\$ 29.28</del>
4544	Apprentice Instrument Technician	<del>\$31.01</del> <del>\$ 28.38</del>	<del>\$32.00</del> <del>\$ 29.28</del>
4546	Apprentice Mechanic	<del>\$31.01</del> <del>\$ 28.38</del>	<del>\$32.00</del> <del>\$ 29.28</del>
4515	Maintenance Foreman	<del>\$45.80</del> <del>\$ 41.91</del>	<del>\$48.09</del> <del>\$ 44.01</del>
Electrical Transmission and Distribution Division			
Job Code	Title	Min	Max
4552	Line Foreman	<del>\$43.85</del> <del>\$ 40.13</del>	<del>\$49.82</del> <del>\$ 44.00</del>
4556	Troubleman	<del>\$43.85</del> <del>\$ 40.13</del>	<del>\$49.82</del> <del>\$ 44.00</del>
4558	Lineman	<del>\$40.17</del> <del>\$ 36.76</del>	<del>\$47.39</del> <del>\$ 40.42</del>
4559	Utilities Coordinator	<del>\$33.39</del> <del>\$ 30.56</del>	<del>\$40.18</del> <del>\$ 36.77</del>
4560	Apprentice Lineman (Generally)	<del>\$28.43</del> <del>\$ 22.06</del>	<del>\$45.02</del> <del>\$ 34.92</del>
4560a	Pre-Apprenticeship (1st 6 months)	<del>\$28.43</del> <del>\$ 22.06</del>	<del>\$28.43</del> <del>\$ 22.06</del>
4560b	Pre-Apprenticeship (2nd 6 months)	<del>\$30.80</del> <del>\$ 23.90</del>	<del>\$30.80</del> <del>\$ 23.90</del>
4560c	Apprentice Lineman (1st Step—6 months)	<del>\$33.18</del> <del>\$ 25.74</del>	<del>\$33.18</del> <del>\$ 25.74</del>
4560d	Apprentice Lineman (2nd Step—6 months)	<del>\$35.55</del> <del>\$ 27.57</del>	<del>\$35.55</del> <del>\$ 27.57</del>
4560e	Apprentice Lineman (3rd Step—6 months)	<del>\$37.92</del> <del>\$ 29.41</del>	<del>\$37.92</del> <del>\$ 29.41</del>

4560f	Apprentice Lineman (4th Step—6 months)	<del>\$40.28</del> <del>\$ 31.25</del>	<del>\$40.28</del> <del>\$ 31.25</del>
4560g	Apprentice Lineman (5th Step—6 months)	<del>\$42.65</del> <del>\$ 33.09</del>	<del>\$42.65</del> <del>\$ 33.09</del>
4560h	Apprentice Lineman (6th Step—6 months)	<del>\$45.02</del> <del>\$ 34.92</del>	<del>\$45.02</del> <del>\$ 34.92</del>
4568	Troubleman Helper	<del>\$25.22</del> <del>\$ 23.08</del>	<del>\$27.33</del> <del>\$ 25.01</del>
4564	Tree Trimmer Foreman	<del>\$27.20</del> <del>\$ 24.89</del>	<del>\$29.70</del> <del>\$ 27.18</del>
4565	Tree Trimmer I Spray Technician	<del>\$22.87</del> <del>\$ 20.93</del>	<del>\$26.63</del> <del>\$ 24.37</del>
4566	Tree Trimmer	<del>\$21.17</del> <del>\$ 19.37</del>	<del>\$24.95</del> <del>\$ 22.83</del>
4569	Groundman	<del>\$21.17</del> <del>\$ 19.37</del>	<del>\$24.95</del> <del>\$ 22.83</del>
Engineering			
Job Code	Title	Min	Max
4189	Engineer Field Planner	<del>\$41.76</del> <del>\$ 38.22</del>	<del>\$45.80</del> <del>\$ 41.91</del>
4188	CAD/GIS	<del>\$30.36</del> <del>\$ 27.78</del>	<del>\$42.50</del> <del>\$ 38.89</del>
Meter, Relays, Customer Service & Substation Work			
Job Code	Title	Min	Max
4570	Substation Foreman	<del>\$41.76</del> <del>\$ 38.22</del>	<del>\$49.82</del> <del>\$ 41.91</del>
4572	Meter Foreman	<del>\$41.76</del> <del>\$ 38.22</del>	<del>\$45.80</del> <del>\$ 41.91</del>
4574	Meter & Relay Specialist	<del>\$40.79</del> <del>\$ 37.33</del>	<del>\$42.80</del> <del>\$ 39.17</del>
4582	Electronic Device Specialist	<del>\$28.13</del> <del>\$ 25.74</del>	<del>\$36.77</del> <del>\$ 33.65</del>
4576	Substation Electrician / Lineman	<del>\$38.26</del> <del>\$ 35.01</del>	<del>\$48.51</del> <del>\$ 38.49</del>
4578	Electric Meterman "A"	<del>\$38.56</del> <del>\$ 35.29</del>	<del>\$40.25</del> <del>\$ 36.83</del>
4580	Electric Meterman	<del>\$26.78</del> <del>\$ 24.51</del>	<del>\$33.39</del> <del>\$ 30.56</del>
4583	Meter Service Foreman	<del>\$28.82</del> <del>\$ 26.37</del>	<del>\$31.33</del> <del>\$ 28.67</del>
4584	Meter Service Worker	<del>\$25.50</del> <del>\$ 23.34</del>	<del>\$28.79</del> <del>\$ 26.35</del>
4586	Meter Reader	<del>\$17.23</del> <del>\$ 15.77</del>	<del>\$25.47</del> <del>\$ 23.31</del>
Water Distribution Division			
Job Code	Title	Min	Max
4095	General Foreman	<del>\$39.90</del> <del>\$ 36.51</del>	<del>\$44.32</del> <del>\$ 40.56</del>
4208	Water Meter Foreman	<del>\$29.90</del> <del>\$ 27.36</del>	<del>\$34.13</del> <del>\$ 31.23</del>
4212	Foreman	<del>\$29.90</del> <del>\$ 27.36</del>	<del>\$34.13</del> <del>\$ 31.23</del>
4234	Water Meter Repair Worker	<del>\$20.90</del> <del>\$ 19.13</del>	<del>\$29.50</del> <del>\$ 27.00</del>
4220	Equipment Operator	<del>\$20.90</del> <del>\$ 19.13</del>	<del>\$29.50</del> <del>\$ 27.00</del>
4226	Utility Service Worker	<del>\$20.90</del> <del>\$ 19.13</del>	<del>\$29.50</del> <del>\$ 27.00</del>
Sewer Collection Division			
Job Code	Title	Min	Max
4212	Foreman	<del>\$29.90</del> <del>\$ 27.36</del>	<del>\$34.13</del> <del>\$ 31.23</del>
4225	Line Technician	<del>\$25.22</del> <del>\$ 23.08</del>	<del>\$30.96</del> <del>\$ 28.33</del>
4220	Equipment Operator	<del>\$20.90</del> <del>\$ 19.13</del>	<del>\$29.50</del> <del>\$ 27.00</del>
4226	Utility Service Worker	<del>\$20.90</del> <del>\$ 19.13</del>	<del>\$29.50</del> <del>\$ 27.00</del>
4230	Trainee	<del>\$17.27</del> <del>\$ 15.80</del>	<del>\$18.94</del> <del>\$ 17.33</del>

Water Treatment Plant Division			
Job Code	Title	Min	Max
4240	Treatment Operator "A"	<del>\$34.01</del> - <del>\$ 31.12</del>	<del>\$39.43</del> - <del>\$ 36.08</del>
4242	Treatment Operator "B"	<del>\$32.56</del> - <del>\$ 29.80</del>	<del>\$33.99</del> - <del>\$ 31.11</del>
4244	Treatment Operator "C"	<del>\$23.33</del> - <del>\$ 21.35</del>	<del>\$28.54</del> - <del>\$ 26.12</del>
4241	Laboratory Administrator	<del>\$34.01</del> - <del>\$ 31.12</del>	<del>\$39.43</del> - <del>\$ 36.08</del>
4236	Laboratory Assistant	<del>\$24.28</del> - <del>\$ 22.22</del>	<del>\$31.86</del> - <del>\$ 29.16</del>
4246	Water I Sewer Electrician	<del>\$37.61</del> - <del>\$ 34.42</del>	<del>\$39.46</del> - <del>\$ 36.11</del>
4248	Water Production Maintenance Mechanic	<del>\$37.61</del> - <del>\$ 34.42</del>	<del>\$39.46</del> - <del>\$ 36.11</del>
4238	Water Production Maint. Mechanic Helper	<del>\$24.28</del> - <del>\$ 22.22</del>	<del>\$31.86</del> - <del>\$ 29.16</del>
4250	Treatment Operator Trainee	<del>\$19.98</del> - <del>\$ 18.28</del>	<del>\$23.05</del> - <del>\$ 21.09</del>
Sewer Pumping Division			
Job Code	Title	Min	Max
4260	Lift Station Foreman	<del>\$26.76</del> - <del>\$ 24.49</del>	<del>\$37.61</del> - <del>\$ 34.42</del>
4264	Lift Station Mechanic	<del>\$20.90</del> - <del>\$ 19.13</del>	<del>\$31.01</del> - <del>\$ 28.38</del>
4230	Trainee	<del>\$17.27</del> - <del>\$ 15.80</del>	<del>\$18.94</del> - <del>\$ 17.33</del>

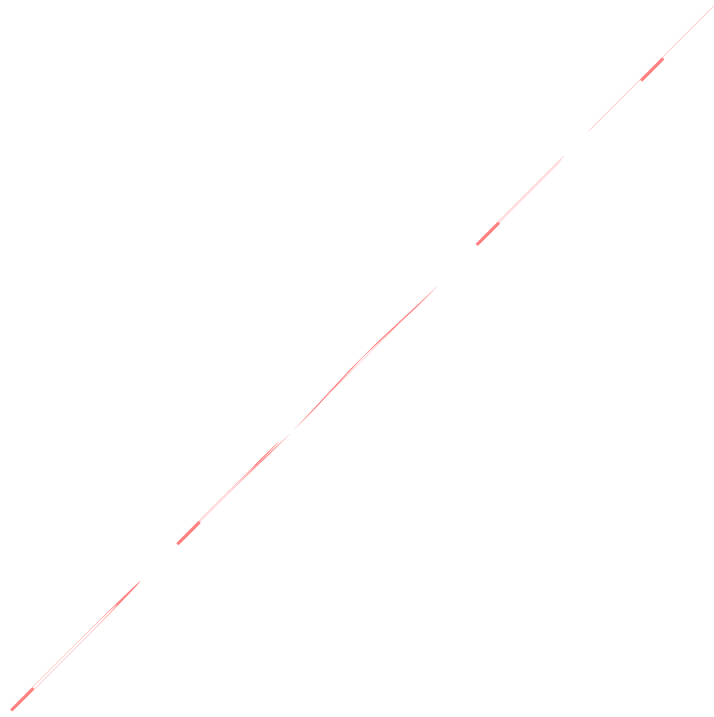
## ATTACHMENT "B" DISTRIBUTION OF OVERTIME

1. Each Division shall maintain an overtime list, which shall be updated and posted weekly. Overtime will be distributed equally by classification to the best ability of the supervisor, using the posted overtime list as a guide for such distribution. All employees shall appear on the list.
2. At the beginning of each fiscal year (October 1), the overtime list for each classification shall return to zero. All overtime hours worked by an employee (either in his own classification or while relieving/working in another classification) shall be included in totals shown on the respective overtime list. When an employee permanently enters a new classification, the employee shall be placed on the list at the current average overtime of the classification.
3. Supervisors shall offer overtime to the employee on the list who has the lowest amount of overtime (including refusals), except when such assignment would require the employee to work more than sixteen consecutive hours or affect his rest period. After attempting to reach all the personnel on a particular classification's overtime list, the supervisor may call personnel whose rest period may be affected and then go onto the next higher classification list, in order.
4. Any employee who declines an overtime assignment shall have his overtime balance credited with the number of hours of the assignment. The only employees excepted from this requirement are those who are excused from overtime for a fixed period, pursuant to §9.04(F) of the collective bargaining agreement, those who are ill and have previously called off sick from their regularly scheduled shift that day, and those who are on a previously scheduled vacation day. Note: for overtime distribution purposes only, an employee is considered on vacation from the time he finishes work on his last scheduled workday until his scheduled starting time on his first day back from vacation.
5. Overtime records at each division shall be reviewed every four weeks by the division Manager and the division steward, to determine whether overtime assignments have been made in accordance with this policy. If they agree that overtime has been properly assigned, they shall sign the overtime assignment record, otherwise, the matter shall be referred to the grievance procedure outlined in Article 14 of the collective bargaining agreement.
6. For assignments of an emergency nature such as storm or rush work where employees are temporarily assigned away from their regular headquarters and required to be away overnight for the City or other utilities, in or out of State. The City will select the classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first.

**ATTACHMENT "C"**

**MOUs**

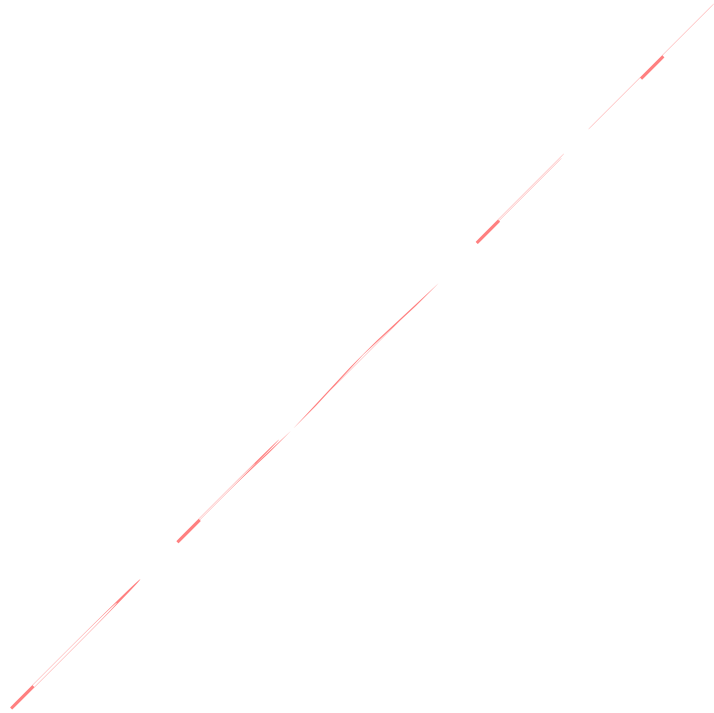
1. ~~MOU Journeymen Linemen Salary January 8, 2007~~Ordinance 2021-\_\_\_\_\_ regarding Pension.
2. MOU Apprentice Lineman Classification-December 22, 2011.





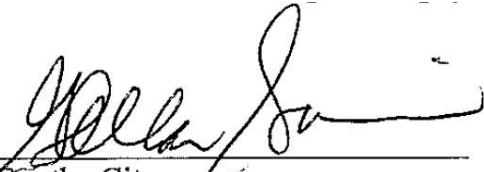
**Attachment C-1**

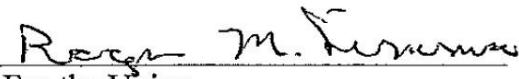
Ordinance 2021- regarding Pension




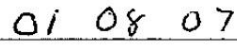
MEMORANDUM OF UNDERSTANDING

The City of Lake Worth (City) and IBEW Local 359 agree that journeymen linemen may be hired at the top of the pay scale applicable at the time of hiring. Therefore, the parties also agree to waive the six-month period which was previously required for journeymen linemen to attain the top of the pay scale.

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## Attachment C-2

### MEMORANDUM OF UNDERSTANDING

By and between

The City of Lake Worth, Florida

And

The International Brotherhood of Electrical Workers, Local 359

In the interest of producing quality service and an experienced workforce, the Utilities Department at the City of Lake Worth (City) is reestablishing an apprenticeship program. The International Brotherhood of Electrical Workers, Local 359 (Union) and the City of Lake Worth have reached an agreement on the details of the program as they relate to wages hours and terms and conditions of employment affecting the Apprentice Linemen position. Each Apprentice shall receive a copy of this agreement and program standards and confirm written receipt.

The City's program conforms to the state approved "Standards of Apprenticeship for the City of Lake Worth Utilities Apprenticeship Program" registered with the Department of Education -Division of Career and Adult Education - Apprenticeship. The terms of the apprentice program are not intended to conflict with the collective bargaining agreement and any conflict between the two shall be resolved in favor of this MOU.

The Apprenticeship Committee shall consist of eight (8) member representatives from the City. The Committee shall include a Chairman and a Secretary. The Union shall appoint four members to serve on the Committee and the City shall appoint four members to serve on the committee. The Committee shall meet quarterly and as often as necessary to conduct business. Each member appointment on the Committee is a two-year term.

The apprentice agrees that during and for a minimum of two years after completion of training, he/she is obligated to remain in the employment of the City of Lake Worth. If employee resigns of his own volition during this time, he must reimburse the employer the total cost of the related technical training as defined by the City, and all supplies and materials relating to this training must be returned in a usable condition.

Classroom apprentice absences will not be tolerated. Two unauthorized absences shall result in disqualification from the program. All students that are absent for any reason, must complete an absentee form (Attachment). All absences and tardiness MUST be made up prior to the end of the next month.

#### Wages

Whereas the City of Lake Worth is establishing an electric lineman apprenticeship and the apprentice step classifications are not addressed in the current collective bargaining agreement, this memorandum of understanding is meant to establish the pay scales for each step of the apprenticeship program.

The first year, (2-step) program is managed by the City of Lake Worth; the second, third, and fourth years

(6-steps) are registered with and per the State of Florida approved apprenticeship program.

The apprentice will be required to attend after-hours training during the 4 year program, generally held one night per week for three hours and one Saturday per month. Such after-hours training will be uncompensated.

Rates of pay are based on a percentage of journeyman lineman scale. As per the State of Florida registered apprenticeship the rates of pay are as follows:


Pre-apprenticeship	Apprenticeship	Journeyman
1st 6-month (60%) \$17.51		
2nd 6-month (65%) \$18.97		
	1st Step(70%) \$20.43	
	2nd Step (75%) \$21.89	
	3rd Step (80%) \$23.34	
	4th Step (85%) \$24.80	
	5th Step (90%) \$26.26	
	6th Step (95%) \$27.72	
		\$29.18*

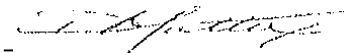
\*Upon passing the Journeyman Lineman test, the employee will receive 100% of the Journeyman Lineman Scale, and will be advanced to a Journeyman Lineman position.

Signed by the duly authorized representatives of the referenced parties this 21st day of December 2011.

FOR THE CITY

FOR THE UNION

  
 \_\_\_\_\_  
 Mark A. Gray  
 12/22/11

  
 \_\_\_\_\_  
 12.22.11

*International  
of Electrical*

Local



Union 359

*Brotherhood  
Workers*

7811 Coral Way Suite # 101  
Miami, Fl. 33155

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November 15, 2021

# Notice

Following the recent contract vote today, November 15, 2021, the Local Union 359-3 membership voted to ratify the contract.

Fraternally,

A handwritten signature in blue ink, appearing to read "David Grubbs".

David Grubbs  
Recording Secretary L.U. 359

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Community Sustainability &  
CRA

**TITLE:**

Inter-Local Agreement with Treasure Coast Regional Planning Council to undertake a Downtown Property Public Outreach and Master Plan Development Revision

**SUMMARY:**

Revision to previously approved inter-local agreement with the Treasure Coast Regional Planning Council (TCRPC) to undertake downtown property owner outreach and master plan development study for the City owned properties along South M, South L and South K Streets. The scope of services was negotiated by the Lake Worth Beach CRA, which will provide the funding for the endeavor.

**BACKGROUND AND JUSTIFICATION:**

At its October 5, 2021 meeting, the City Commission approved an inter-local agreement with the TCRPC to undertake a downtown property owner outreach and master plan study. Subsequent to the agreement being brought forward to the Commission, the TCRPC requested a few changes in the agreement, which were not received in time to be incorporated in the agreement the Commission approved.

The revised agreement here includes several clarification statement and edits that do not change either the terms or the scope of the project. The City Attorney's office has reviewed the proposed changes to ensure that the agreement as previously approved is still intact and as intended.

An updated Scope of Services and Schedule are attached to the revised inter-local agreement. All funding for the proposed work will be provided by the CRA.

**MOTION:**

Move to approve/disapprove revised Inter-Local Agreement with the TCRPC to undertake downtown property public outreach and master plan development study.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Revised Inter-local agreement  
Scope of Services  
Schedule

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	\$109,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>\$109,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** The Lake Worth Community Redevelopment Agency (CRA) will provide the funding for this endeavor

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-2070-559.31-90	Professional Services/Other		\$20,000	\$20,000	\$109,000	\$109,000	\$20,000

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LAKE WORTH BEACH  
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL  
FOR A MASTER PLAN AND WORKSHOP FOR DOWNTOWN SITES**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **City of Lake Worth Beach** (herein referred to as “the City”) and the **Treasure Coast Regional Planning Council** (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The City and/or the Council shall be referred to as either a “Party” or the “Parties” in this Agreement.

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Council is permitted to provide services to the City as the Council is established by the State of Florida and considered a public agency in accordance with state law; and

**WHEREAS**, the City Commission for the City of Lake Worth Beach, Lake Worth Beach, Florida, has determined that an analysis of City and Lake Worth Beach Community



Redevelopment Agency (“CRA”) land assemblages in downtown Lake Worth Beach, to include public outreach, a virtual public workshop, design concepts and planning-level pro-formas to assist the **City in preparation of a Request for Proposals**, to be in the best interests of the residents and businesses of Lake Worth Beach; and

**WHEREAS**, the City Commission and the Council desire to enter into this Agreement to facilitate planning activities related to the subject sites generally located along the south side of Lake Avenue between South K Street and South M Street as depicted in Attachment “C”.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

**SECTION 1. PURPOSE**

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the City with an analysis of potential redevelopment strategies, including public outreach and a virtual public workshop, for City/CRA land assemblages in downtown Lake Worth Beach.
- B. The City and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

**SECTION 2. EFFECTIVE DATE**

This Agreement shall become effective upon its approval by the City Commission of the City of Lake Worth Beach on behalf of the City of Lake Worth Beach and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the City of Lake Worth Beach and the Treasure Coast Regional Planning Council.

**SECTION 3. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.

- B. The Council shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the City.
- C. The City and the Council agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each party.
- E. The City agrees to:
  - 1. Assist in the development of documents necessary to conduct the analysis;
  - 2. Provide all necessary public notice as required by Florida Statutes;
  - 3. Provide venues for all public workshops and meetings; and
  - 4. Process all requests for reimbursement in a timely manner.

**SECTION 4. RECORD KEEPING**

- A. The Council shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

**SECTION 5. TERMINATION**

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The City shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

**SECTION 6. REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 7. INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Council shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of Council's negligence in connection with this Agreement, and the City shall indemnify, defend and hold harmless Council against any actions, claims, or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity and shall be specifically limited by the amounts set forth in Section 768.28, Florida Statutes, including limits on attorney's fees and prohibitions against punitive damages and pre-judgment interest. Nothing in this Agreement shall be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**SECTION 8. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

**SECTION 9. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto in accordance with Section 3.

**SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

**For the City:**

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

**For the Council:**

Thomas J. Lanahan, Executive Director  
Treasure Coast Regional Planning Council  
421 SW Camden Avenue  
Stuart, FL 34994

**SECTION 11. FUNDING/CONSIDERATION**

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment “A”, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices and submission of an invoice to the City, shall be considered the Council’s request for payment according to the project milestone schedule contained in Attachment “A”. The City shall pay the Council within thirty (30) days of receipt of an invoice.

**SECTION 12. CHOICE OF LAW; VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

**SECTION 13. ATTORNEY’S FEES**

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the Parties to this Agreement.

**SECTION 14. DELEGATION OF DUTY**

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

**SECTION 15. FILING**

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

**SECTION 16. EQUAL OPPORTUNITY PROVISION**

The CRA and the Council agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of the Agreement.

**SECTION 17. PUBLIC RECORDS**

In performing services pursuant to this Agreement, the Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Council shall:

- A. Keep and maintain public records required by the City to perform this service.
- 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Council does not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Council or keep and maintain public records required by the City to perform the services. If the Council transfers all public records to the City upon completion of the Agreement, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the Agreement, the Council 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 COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK MELISSA COYNE, RECORDS CUSTODIAN FOR THE CITY, AT: (561) 586-1662; MCOYNE@LAKEWORTHBEACHFL.GOV; OR 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 18. FORCE MAJEURE**

Except as otherwise provided in this Agreement, neither party shall be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which either party has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the party.

**SECTION 19. ANNUAL APPROPRIATIONS**

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year and subject to any budgetary limitations imposed by law.

**SECTION 20. NO BENEFICIARIES**

There are no third party beneficiaries to this Agreement.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date set forth above.

**City of Lake Worth Beach**

**ATTEST:**

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

By: \_\_\_\_\_  
Betty Resch  
Mayor  
APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**Treasure Coast Regional Planning Council**

**ATTEST:**

By: \_\_\_\_\_  
Phyllis Castro  
Accounting Manager

By: \_\_\_\_\_  
Thomas J. Lanahan  
Executive Director

**Approved as to form:**

By: \_\_\_\_\_  
Keith W. Davis  
General Counsel



## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **VIRTUAL PUBLIC WORKSHOP AND MASTER PLAN FOR DOWNTOWN CRA SITES LAKE WORTH BEACH, FLORIDA**

##### **PROJECT DESCRIPTION:**

The City of Lake Worth Beach (City) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to work with the Community Redevelopment Agency (CRA) to solicit public input, analyze potential redevelopment strategies, generate planning-level development proformas, and provide recommendations to help develop a new Request for Proposals for two CRA-owned assemblages (identified in Attachment C) in downtown Lake Worth Beach. The City requests that TCRPC solicit input from the public on an appropriate scale, intensity, and use(s) for the redevelopment of the sites. TCRPC will develop a maximum, moderate, and minimal development scenario for each site. The Scope of Services will include the following:

- Undertake due diligence research to assess land use, planning, and physical conditions in and around downtown Lake Worth Beach with particular attention given to the two subject CRA-owned assemblages:
  - Site 1: 1.67 acres south of Lake Avenue between S “L” Street and S “M” Street with approximately 125’ of frontage along Lake Avenue;
  - Site 2: .229 acres at the corner of S “K” Street and 1<sup>st</sup> Avenue South (this site might also include the city-owned parking lot immediately to the north however it must retain the public parking spaces).
- Conduct a structured series of public input activities, including stakeholder interviews (individual and in groups, not to exceed 20 interviews), up to two virtual public input sessions, and up to six virtual presentations/meetings with the City and CRA;
- Provide information and materials for the City/CRA to create an online presence for the project via either or both websites;
- Develop a series of redevelopment options for Sites 1, 2 and 3 exploring varying densities and intensities (maximum, moderate, and minimal build-out), prepare planning-level financial analyses for each design scenario to assist the City in understanding the implications in pursuing any of the scenarios, and provide renderings and data and analysis; and

- Develop an implementation approach, including recommendations for achieving the desired development scenario(s), public and private parking strategies; the approach may include both development incentives and historic preservation strategies.

## **SCOPE OF SERVICES:**

### **Task 1: Staff Work Session #1 and Due Diligence Overview**

#### Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; review general market, infrastructure and development activity; identify stakeholders for interviews; and refine the project schedule as needed. The City will provide all regulatory information, project development history and activity, and other relevant data and GIS base map data as needed for the project. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals. Staff Work Session #1 will be scheduled with the CRA and City staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

#### Due Diligence Overview

##### Base Documentation

The TCRPC team will develop, with assistance from CRA and City staff, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, financial and infrastructure documents, and other data as appropriate.

##### Site Reconnaissance

The TCRPC team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with CRA and City staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

## Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #1 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
2. Project Memorandum including:
  - a. Updated Project Schedule
  - b. Due Diligence Components
  - c. Summary of Site Reconnaissance
  - d. Summary of Land Development and Infrastructure Conditions

## **Task 2: Stakeholder Interviews**

### Stakeholder Interviews

To further inform the analysis, the TCRPC team will conduct up to twenty (20) stakeholder interviews either at the CRA offices or virtually. The interviews will be designed to further inform the TCRPC team as to the opportunities and challenges related to the subject parcels and downtown Lake Worth Beach in general. Interviewees are anticipated to include members of the City Council, CRA Board, City and CRA staff, property owners, investors, and residents as well as representatives of other public agencies as appropriate. CRA and City staff will identify recommended interviewees, and TCRPC will be responsible for interview logistics, scheduling and facilitation.

## Task 2 Deliverables

Specific deliverables will include:

1. Project Memorandum including:
  - a. Listing of Stakeholder Interviewees
  - b. General Summary of Interview Findings

## **Task 3: Virtual Public Workshop**

In order to address the unique characteristics within the City and CRA relative to the study area, and to provide adequate public involvement and engagement, and in light of the continuing effects of COVID-19, TCRPC will conduct a Virtual Public Workshop. The workshop will be accessible to all who are interested. The format of the workshop and its desired outcomes include:

1. Opening Presentation: this presentation will identify the issues, opportunities and constraints of the project sites as well as define the purpose of this effort. The presentation will include the history of the subject sites and their acquisition, policy and

regulatory constraints for development on the sites, and a discussion on the role of the City and the CRA relative to development of the sites.

2. **Public Involvement:** there will be ample opportunity for a question-and-answer period with those in attendance. Various virtual formats will be explored to provide the greatest degree of involvement possible. The workshop will be advertised via the project website, through outreach during the interview process, as well as by email flyers to CRA contact lists.
3. **Next Steps:** the workshop will conclude with a summary of next steps. The TCRPC team will begin incorporating the input heard from the community during the Virtual Workshop into design concepts and initial project pro-formas. Over the course of the next three months the team will develop a series of strategies, designs, and support analysis which will be presented back to the community in early 2022.
4. **Work in Progress Presentation:** the TCRPC team will provide a virtual Work in Progress presentation in early 2022 to update the community on the direction of the project and get additional input prior to developing final recommendations.

### Task 3 Deliverables

Specific deliverables will include:

1. Complete Virtual Public Workshop;
2. Deliver the work-in-progress presentation;
3. Develop specific area designs and an overall Master Plan; and
4. Provide Implementation Recommendations and Next Steps.

### **Task 4: Develop Conceptual Redevelopment Masterplan and Strategic Recommendations**

#### Redevelopment Masterplan

Working with City and CRA staff and based on input derived through the Virtual Public Workshop, TCRPC will continue to create redevelopment scenarios for the subject parcels including high, moderate, and low intensity options. Planning-level financial pro-formas will be developed for each of the design scenarios to provide the City and CRA with the economic implications of each scenario. The Masterplan will include design scenarios which identify potential redevelopment quantities, renderings and analysis as needed.

#### Strategic Recommendations

Based upon the different redevelopment scenarios described above, TCRPC will develop recommendations for implementing the preferred scenario(s), which might include development incentives, strategies for historic preservation, public and private parking strategies, and may

include recommendations for revisions/updates to the City’s Comprehensive Plan and Land Development Regulations. The recommendations will consider the preferred mechanism for updating the regulations (i.e. overlay zones, limited-duration incentives, City-initiated re-zoning, etc.).

**Task 4 Deliverables**

Specific deliverables will include:

1. Project Memorandum including:
  - a. Redevelopment Scenarios
  - b. Recommendations and implementation strategies

**Task 5: Project Report and Presentations to City and CRA**

**Project Report**

TCRPC will assemble all project data, findings, and recommendations into a draft Project Report that will include summaries of public input, all design concepts and renderings, and all work products developed in the tasks described above. The draft Project Report will be provided to staff for up-to two (2) rounds of consolidated edits, which will be incorporated into a final Project Report.

**Presentations to City Council and CRA Board**

After the submittal of the Final Report, TCRPC will be available for up to six (6) presentations/meetings to the CRA Board and/or the City Council. TCRPC will coordinate the scheduling and content of the presentations with City staff. These presentations and/or meetings may be virtual.

**Task 5 Deliverables**

Specific deliverables will include:

1. Project Report (draft and final)
2. City Council/CRA Board Presentations and Documentation

**DELIVERABLES:**

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Sign-In Sheets and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats

Project and Workshop Presentations	Electronic copies in Power Point & PDF formats
Redevelopment Concepts and Fiscal Analyses	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

**FEES AND REIMBURSABLE EXPENSES:**

Professional services described in this Scope of Services will be performed for a fixed fee of **\$100,900.00 (One Hundred Thousand Nine Hundred Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

An Economic Market Study is not included in this Scope of Services.

Formal revisions to the City’s Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Notice to Proceed	10%	\$10,090.00
Task 3 Virtual Public Workshop (At completion of the workshop)	50%	\$50,450.00
Task 4 Project Memorandum (Draft Concept Plans and Recommended Implementation Strategies)	25%	\$25,225.00
Task 5 Submittal of Final Report	15%	\$15,135.00
<b>TOTAL</b>	100%	\$100,900.00

**ANTICIPATED SCHEDULE:**

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in September 2021, is included as Attachment B.

**ATTACHMENT B  
ANTICIPATED SCHEDULE  
Lake Worth Beach Downtown Development Parcels**

<b>CITY OF LAKE WORTH BEACH Downtown CRA Parcels Master Plan and Virtual Workshop</b>		2021				2022								
		S	O	N	D	J	F	M	A	M	J	J	A	S
PROJECT SCHEDULE		4TH QTR				1ST QTR			2ND QTR			3RD QTR		
Task 1	<b>STAFF WORK SESSION #1 AND DUE DILIGENCE OVERVIEW</b>													
Task 2	<b>STAKEHOLDER INTERVIEWS</b>													
Task 3	<b>VIRTUAL PUBLIC WORKSHOP</b>													
Task 4	<b>CONCEPTUAL REDEVELOPMENT MASTERPLAN AND DRAFT RECOMMENDATIONS</b>													
Task 5	<b>PROJECT REPORT AND PRESENTATIONS TO CITY AND CRA</b>													



**ATTACHMENT C**  
**Lake Worth Beach Downtown Development Parcels**  
**Subject Sites**



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinances 2021-18 & 2021-19 - Second Reading - City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2021-18) and Zoning Map amendment (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach's Electric Utility requesting a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and a rezoning from the Mixed Use – Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street

**SUMMARY:**

City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2021-18) and Zoning Map amendment (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach's Electric Utility requesting:

- a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and
- a rezoning from the Mixed Use – Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street.

**BACKGROUND AND JUSTIFICATION:**

The proposed map amendments would allow the development of a new electrical substation on the subject site which will serve and be owned by the City of Lake Worth Beach. The proposed amendments to the City's Future Land Use Map and Official Zoning Map are supported by and are consistent with the Comprehensive Plan and City Strategic Plan and are consistent with Florida Statutes based on the data and analysis contained in the attached Planning & Zoning Board (PZB) staff report.

However, it should be noted that per F.S. 163.3208, substations are permitted in all land use categories by the Florida Statutes. As the local electric utility is owned by the City, the local preference is for all City facilities to be located within a public future land use designation and zoning district. Substations are permitted in the Public (P) zoning district, which is the implementing zoning district for the Public (P) future land use designation. Therefore, while the proposed FLUM amendment is not required under Florida Statute, the local preference is for the City's FLUM and Zoning Map to reflect the location of this type publicly owned facility.

The development of a substation on the subject property would allow for the eventual redevelopment of an existing substation site by Dixie Capital Partners LLC, which is located at 610 S H Street near the intersection of S H Street and the major thoroughfare of 6th Ave South. The sale of the subject property to the City of Lake Worth Beach is anticipated to occur sometime in 2022. The service capacity of the existing substation at 610 S H Street will be transferred to the new upgraded facility upon the completion of its construction. The subject site is located within the CRA boundaries.

At the September 1, 2021 Planning & Zoning Board (PZB) meeting, the PZB recommended unanimous approval of both future land use map amendment the zoning map amendment.

At the November 2, 2021 City Commission meeting, the City Commission unanimously approved both ordinances on first reading.

**MOTION:**

Move to approve/disapprove on second reading/adoption

**ATTACHMENT(S):**

PZB Staff Report

Ordinance 2021-18 FLUM

Ordinance 2021-19 Rezoning

**PLANNING AND ZONING BOARD REPORT**

**PZB 21-01300002:** City-initiated small-scale **Future Land Use Map (FLUM) amendment** (Ordinance 2021-18) and **Zoning Map amendment** (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach’s Electric Utility requesting:

- a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and
- a rezoning from the Mixed Use – Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street.

**Transmittal Date:** August 25, 2021

**Meeting Date:** September 1, 2021

**Property Owner:** Dixie Capital Partners LLC

**Address:** 706 South H Street and 710 South H Street

**PCN:** 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060

**Size:** 13,488 square feet (0.31 acres)

**General Location:** Southeast corner of the 7th Avenue South and South H Street intersection

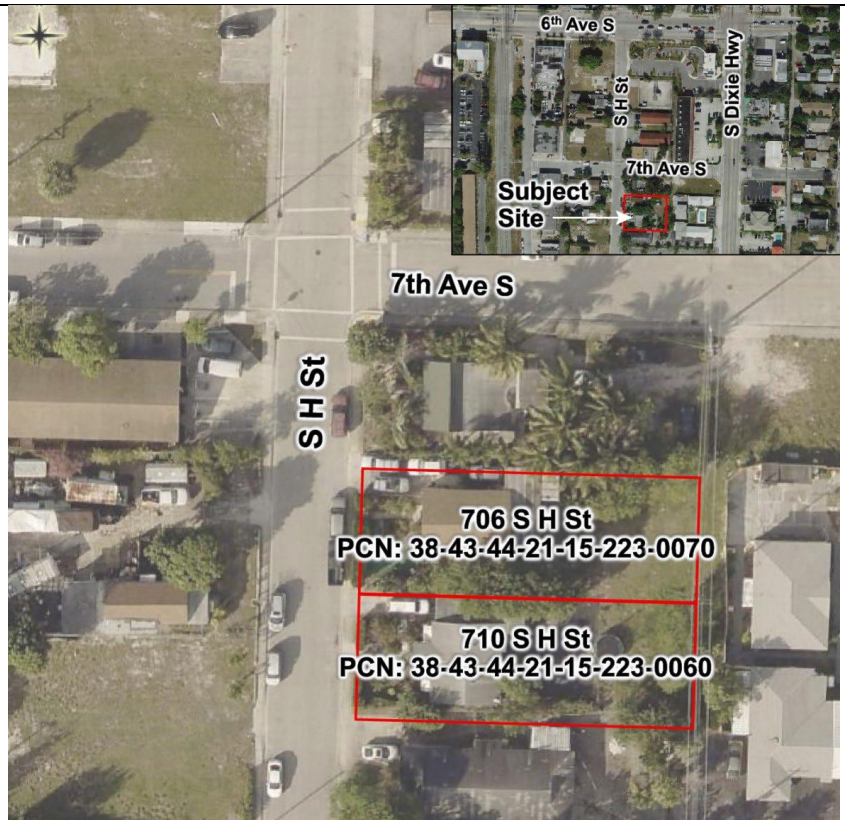
**Existing Land Use:** Two single-family residential homes

**Current Future Land Use Designation:** Mixed Use – East (MU- E)

**Proposed Future Land Use Designation:** Public (P)

**Current Zoning District:** Mixed Use – Dixie Highway (MU- DH)

**Proposed Concurrent Zoning District:** Public (P)



## RECOMMENDATION

The data and analysis in support of the proposed FLUM amendment was prepared in accordance with F.S. 163.3177. The proposed FLUM amendment is consistent with the purpose, intent, and requirements of the Comprehensive Plan, including the level of service requirements and the Strategic Plan. **Therefore, a recommendation is provided to Planning & Zoning Board to recommend that the City Commission adopt the proposed small scale FLUM amendment.**

The proposed rezoning is consistent with the Comprehensive Plan, Strategic Plan, and the guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs). **Therefore, a recommendation is provided to the Planning and Zoning Board to recommend that the City Commission adopt the proposed Zoning map amendment.**

## PROJECT DESCRIPTION

The proposed City-initiated FLUM amendment would amend the FLU designation for approximately .31 acres (2 subject properties) from the Mixed Use - East (MU-E) FLU to the Public (P) FLU. The proposed concurrent rezoning request would amend the zoning district on the subject properties from the Mixed Use – Dixie Highway (MU-DH) district to the Public (P) district. The proposed map amendments would allow the development of a new Electrical Substation on the subject site which will serve and be owned by the City of Lake Worth Beach. Furthermore, the amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report for each request.

The data and analysis section of this staff report for the FLUM amendment was prepared in accordance with the requirements of F.S. 163.3177 and provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements. The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S.163.3187. If adopted, the proposed amendment would be sent to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within the 30 days.

The data and analysis section of this staff report for the concurrent Zoning Map amendment analyzes the proposed request for consistency with the City's Comprehensive Plan, Strategic Plan, and LDR Section 23.2-36(4): Review Criteria for the Rezoning of Land.

## COMMUNITY OUTREACH

Staff has not received letters of support or opposition for this application.

## BACKGROUND

The proposed FLUM and Zoning Map amendments include two (2) parcels currently owned by Dixie Capital Partners LLC. The proposed relocation of the substation would allow for the eventual redevelopment of the existing substation site by Dixie Capital Partners LLC, which is located at 610 S H Street near the intersection of S H Street and the major thoroughfare of 6<sup>th</sup> Ave South. The sale of the subject property to the City of Lake Worth Beach is anticipated to occur sometime in 2022. The service capacity of the existing substation at 610 S H Street will be transferred to the new upgraded facility upon the completion of its construction. The subject site is located within the CRA boundaries.

**FUTURE LAND USE MAP (FLUM) AMENDMENT ANALYSIS**

The proposed Public (P) FLU for the subject properties is compatible with the Mixed Use- East (MU-E) FLU designations of surrounding properties. The following outlines the FLU designations for the adjacent areas:

- Future Land Use Map amendment for approximately .31 acres (2 properties) from Mixed Use – East (MU- E) to Public (P)

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use	Existing Use
Mixed Use – East (MU- E)	North	Mixed Use – East (MU- E)	Single Family
Mixed Use – East (MU- E)	South	Mixed Use – East (MU- E)	Multifamily Apartments
Mixed Use – East (MU- E)	East	Mixed Use – East (MU- E)	Motel
Mixed Use – East (MU- E)	West	Mixed Use – East (MU- E)	Single Family Vacant Residential

The Public FLU designation allows for areas specifically used for public purposes and, in conjunction with the implementing Public zoning district, provides for various related uses including office and institutional uses. Use of this site as described will help the City of Lake Worth Beach provide necessary utility facilities to support the surrounding areas and future development enumerated in its Strategic Plan and is consistent with the Comprehensive Plan.

The proposed FLUM amendment is consistent and in support of the following associated Objectives and Policies of the City of Lake Worth Beach’s Comprehensive Plan. The underlined text below emphasizes key concepts, strategies and objectives within these objectives and policies that are furthered by the subject amendments. However, it should be noted that per F.S. 163.3208, substations are permitted in all land use categories by the Florida Statutes. As the local electric utility is owned by the City, the local preference is for all City facilities to be located within a public future land use designation and zoning district. Substations are permitted in the Public (P) zoning district, which is the implementing zoning district for the Public (P) future land use designation. Therefore, while the proposed FLUM amendment is not required under Florida Statute, the local preference is for the City’s FLUM and Zoning Map to reflect the location of this type publicly owned facility.

**1. FUTURE LAND USE ELEMENT**

**Objective 1.3.4:** To coordinate future land uses with availability of facilities and services.

**Objective 1.3.5:** To encourage the availability of suitable land for utility facilities necessary to support proposed development.

Policy 1.3.5.1: Suitable land shall be dedicated or reserved by the developers or reserved by the City for utility facilities necessary to support proposed development.

Policy 1.3.5.3: Electric substations and Utility uses shall be allowed in all future land use categories except in Conservation areas or areas designated as Historic Districts, provided the uses are consistent with the provisions of the Comprehensive Plan and the Land Development

Regulations. Electric facilities shall comply with the provisions of F.S. 163.3208., which establishes compatibility standards, procedures for the review of applications for location of a new substation.

## 2. INFRASTRUCTURE ELEMENT

**Objective 4.1.21:** To plan for and assure an adequate electric service to meet the needs of all residents and non-residential establishments within the City of Lake Worth and within the City's service area during planning horizon.

Policy 4.1.21.2: Based upon the overall level of service data and analysis in the City's Electric Utility Plan, the City will review future demands to verify that any need for future expansion of Electric facilities is accounted for.

**Objective 4.1.25:** To encourage the availability of suitable land for utility facilities necessary to support proposed development.

Policy 4.1.25.1: Electric substations and Utility uses shall be allowed in all future land use categories except in Conservation areas or areas designated as Historic Districts, provided the uses are consistent with the provisions of the Comprehensive Plan and the Land Development Regulations. Electric facilities shall comply with the provisions of F.S. 163.3208., which establishes compatibility standards, procedures for the review of applications for location of a new substation.

### Consistency with the Strategic Plan

The proposed amendments further the City's Strategic Plan that is committed to building a vibrant and diverse economy, planning thoughtfully for the future, and supporting the Strategic Pillars of Positioning Lake Worth Beach to be a Competitive viable location of choice, Strengthening Lake Worth Beach as a "Community of Neighborhoods", and Navigating towards a sustainable community.

Specifically, the proposed amendments , if approved, would be consistent with Strategic Plan Pillar I.E: Provide superior public amenities and services to retain existing and entice new residences and businesses and Pillar II.C: Sustain infrastructure investments. The proposal is necessary as the existing substation 610 is proposed to be relocated to the subject site.

### Level of Service Analysis

Pursuant to Chapter 163 of the Florida Statutes, any FLU amendment must be evaluated to determine if the proposed future land use will have a significant impact on the long range level of service (LOS) for public facilities (i.e. drainage, potable water, wastewater, solid waste, parks, schools, and traffic) that service the property and the surrounding area. The LOS for public facilities is analyzed based on the maximum development potential for the existing and proposed FLU, and whether or not each public facility has capacity to accommodate any additional demands.

According to the City's Comprehensive Plan, the maximum development potential change is for the existing Mixed Use – East FLU at 30 du/acre to the proposed Public FLU at 0 du/acre resulting in a decrease of 30 du/acre. Public FLU generates less service demands than the Mixed Use – East FLU. Analysis of the decreased density (30 du/acre to 0 du/acre= 0 du/acre) on the long range Level of Service (LOS) impacts concluded community facilities and services are available in the area to sustain the future demands and long range LOS can be met with current and planned system capacities. The decrease from 30 du/acre to 0 du/ac results in a decrease of facilities and services needed (at an average household size of 2.53 people per household per Comprehensive Plan Future Land Use Data and Analysis). Public FLU generates less service demands than the Mixed Use- East FLU. The following table provides a LOS summary.

**FLUM AMENDMENT LOS SUMMARY TABLE**

Type of Facility:	Existing FLU Designations: (at 30 du/acre for Mixed Use – East (MU- E))	Proposed FLU Designations: (at 0 du/acre for Public)
<b>Drainage</b>	3-year, 1-hour storm duration, as recorded in the FDOT Drainage Manual IDF curves, current edition and fully contained onsite.	3-year, 1-hour storm duration  Both FLU designations meet the 3 yr. – 1 hr. drainage LOS requirements. Site improvements may be required to provide drainage collection and conveyance systems to positive outfall.
<b>Potable Water</b>	105 GPCD (gallons per capita per day)  105 gpcd x 30 du/acre x 2.53 pph =7,970	105 gpcd x 0 du/acre x 2.53 pph = 0 Decrease of 7,970 gpcpd  Public use generates less demand than single family residential development  The City facilities have available capacity to accommodate the decreased demand.
<b>Sanitary Sewer</b>	Collection and treatment of 100 gallons per capita per day at secondary treatment level, or 250 gallons per ERU per day.  100 gpcd x 30 du/acre x 2.53 pph =7,590	100 gpcd x 0 du/acre x 2.53 pph = 0 Decrease of 7,590 gpcpd Public use generates less demand than single family residential development The City facilities have available capacity to accommodate the decreased demand.
<b>Solid Waste</b>	Collection and disposal of 6.5 pounds of solid waste per capita per day.  6.5 lbs/pcd x 30 du/acre x 2.53 pph x 365 days/year / 2,000 = 90 Tons/year	Solid waste pickup will be located on the property and is substantially less than the potential impacts of residential development.  The Solid Waste Authority has available capacity to accommodate the demand of the proposed facility.
<b>Parks</b>	2.5 acres of community parks for every 1,000 persons and 2.0 acres of neighborhood parks for every 1,000 persons.  .31 acre x 30 du/acre = 9 du x 2.53 pph/du= 23 persons	.31 acres x 0 du/ac = 0 du/ac x 2.53 pph/du = 0 persons Decrease of 9 du = decrease of 23 persons
<b>Schools</b>	9 du	0 du/acre x 3.71 ac= 0 du Decrease of 9 du  School District to determine impact of decreased units; School Capacity Availability Determination



<p><b>Traffic</b></p>	<p>.31 acre x 30 du/acre = 9 du            9 du x 5.44 daily trips* = 49            Daily Trips</p> <p>* ITE 10th Edition Trip Generation Rates</p>	<p>Public use generates less daily trips than single family residential development            LOS D            Decrease of daily trips            Capacity is available to accommodate the decreased demand.</p>
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**ZONING MAP AMENDMENT ANALYSIS**

*Consistency with the Comprehensive Plan and Strategic Plan*

The subject site currently has a Future Land Use designation of Mixed Use – East (MU-E). Per Policy 1.1.1.5, the MU-E future land use is intended to provide a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The subject proposal for an electric substation includes the rezoning being reviewed concurrently with a FLU Map Amendment (FLUM) requesting to change the FLU of 706 and 710 S H Street from MU-E to Public to accommodate appropriate public uses that serve the surrounding areas. The Public zoning district is not an implementing zoning district of the MU-E FLU designation. Per Policy 1.1.1.15, the Public FLU is designated to have a corresponding zoning district of Public. Per Section 23.3-26 of the Land Development Regulations, "...the Public district designates locations for public schools and municipal facilities including City Hall, City Hall Annex, Lake Worth Public Library, Pine Crest Cemetery and the reclaimed landfill site at the southern city limits. It also provides for publicly owned utility facilities. Because of the diverse variety of uses permitted in the Public district and the mapping of the district throughout the city, all uses are permitted as conditional uses. The P public district implements the P public land use category of the Lake Worth Comprehensive Plan."

**The City’s Strategic Plan** sets goals and ideals for the City’s future vision and lays out methods to achieve them. The proposed concurrent amendments to the FLUM and the Zoning are required for consistency with the Comprehensive Plan. The proposal, if approved, would be consistent with Strategic Plan Pillar I.E: Provide superior public amenities and services to retain existing and entice new residences and businesses and Pillar II.C: Sustain infrastructure investments. The proposal is necessary as the existing substation 610 is proposed to be relocated to the subject site.

Based on the analysis above, the proposed rezoning and FLUM amendment are consistent with the goals, objectives, and polices of the City of Lake Worth Beach’s Comprehensive Plan and the Strategic Plan.

*Consistency with the City’s Land Development Regulations*

If the rezoning and FLUM amendment are approved, the new Public zoning district would be consistent with the purpose and intent of the Public FLU designation. Additionally, the proposed use of a substation would be consistent with the Public zoning district.

The LDRs also require all rezoning requests with a concurrent Future Land Use Map (FLUM) Amendment be analyzed for consistency with the review criteria in Section 23.2-36(4). Staff’s full analysis of the review criteria is provided below. The analysis demonstrates that the proposed rezoning complies with the review criteria and that the required findings can be made in support of the rezoning.

**Section 23.2-36(4): Review Criteria for the Rezoning of Land**

The Department of Community Sustainability is tasked in the Code to review rezoning applications for consistency with the findings for granting rezoning applications in LDR Section 23.2-36 and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

At the hearing on the application, the Planning and Zoning Board or Historic Resources Preservation Board shall consider the rezoning/FLUM amendment application and request, the staff report including recommendations of staff, and shall receive testimony and information from the petitioner, the owner, city staff, and public comment. At the conclusion of the hearing, the Board shall make a recommendation on the rezoning/FLUM amendment request to the City Commission.

The land development regulations require all rezoning requests with a concurrent FLUM Amendment be analyzed for consistency with **Section 23.2-36(4)**. Staff has reviewed the rezoning against this section and has determined that the rezoning complies with the following review criteria:

**a. Consistency:** Whether the proposed rezoning amendment would be consistent with the purpose and intent of the applicable comprehensive plan policies, redevelopment plans, and land development regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

**Analysis:** If the FLUM amendment and the rezoning are approved, the new P zoning district would be consistent with the purpose and intent of the P FLU designation. The rezoning request furthers the implementation of the City’s Comprehensive Plan with the proposed adoption of a zoning district for the proposed use of a substation that is consistent with the P FLU designation on the subject sites. **Meets Criterion.**

**b. Land use pattern.** Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

**Analysis:** The rezoning request will not be contrary or incompatible to the established land pattern, nor will it create an isolated zoning district unrelated to the adjacent and nearby classifications or constitute a grant of special privilege to the petitioner as contrasted with the protection of the public welfare. As evidenced in Future Land Use Element Policy 1.3.5.3 and Infrastructure Policy 4.1.25.1, an electrical substation is an essential use and shall be allowed in all future land use categories, except Conservation areas or Historic Districts. Below is a table outlining the existing zoning and future land use designations of adjacent properties. **Meets Criterion.**

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use Designations	Adjacent Zoning Districts	Existing Use
Mixed Use – East (MU- E)	North	Mixed Use – East (MU- E)	Mixed Use – Dixie Highway (MU-DH)	Single Family
Mixed Use – East (MU- E)	South	Mixed Use – East (MU- E)	Mixed Use – Dixie Highway (MU-DH)	Multifamily Apartments
Mixed Use – East (MU- E)	East	Mixed Use – East (MU- E)	Mixed Use – Dixie Highway (MU-DH)	Motel
Mixed Use – East (MU- E)	West	Mixed Use – East (MU- E)	Mixed Use – Dixie Highway (MU-DH)	Single Family Vacant Residential

**c. Sustainability:** Whether the proposed rezoning would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

**Analysis:** The proposed rezoning to Public will allow for the development of an electrical substation. This use is essential to the City and is consistent with the Sustainability initiative of the City of Lake Worth Beach. Public uses such as substations are considered supportive uses in function and nature to residential uses. Approval of the rezoning will allow for continuation of public uses that are complementary to and serve the properties' existing surrounding residential and hotel uses as well as any future uses allowed in the surrounding Mixed Use – East zoning district. **Meets Criterion.**

**d. Availability of public services/infrastructure:** Requests for rezoning to planned zoning districts shall be subject to review pursuant to section 23.5-2.

**Analysis:** This criterion is only applicable to requests to rezone land to a planned zoning district. As this request seeks approval to rezone the subject properties to the conventional Public zoning district and not a planned development district, this criterion does not apply. **Criterion not applicable.**

**e. Compatibility:** The application shall consider the following compatibility factors:

1. Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

**Analysis:** The proposed Public (P) FLU for the subject properties is compatible with the existing and future land uses of adjacent and nearby properties, and will not negatively affect the property values of the neighborhood. The existing zoning district of the subject site is not reflective of the current residential use of the site. Rezoning of the subject site and the land use change to Public will be consistent with the electrical substation, allow for future service expansion, and would not negatively affect the property values of properties. **Meets Criterion.**

**f. Direct community sustainability and economic development benefits:** For rezoning involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:

1. Further implementation of the city's economic development (CED) program;
2. Contribute to the enhancement and diversification of the city's tax base;
3. Respond to the current market demand or community needs or provide services or retail choices not locally available;
4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
5. Represent innovative methods/technologies, especially those promoting sustainability;
6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare;
7. Be complementary to existing uses, thus fostering synergy effects; and
8. Alleviate blight/economic obsolescence of the subject area.

**Analysis:** The rezoning request does not include rezoning to a planned zoning district. As such, this criterion is not applicable. **Criterion not applicable.**

**g. Economic development impact determination for conventional zoning districts:** For rezoning to a conventional zoning district, the review shall consider whether the proposal would further the economic development program, and also determine whether the proposal would:

- A. Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and

- B. Represent a potential decrease in the number of uses with high probable economic development benefits.

**Analysis:** While the P zoning district does not offer an increase in density from the Mixed Use – Dixie Highway zoning district, the proposed rezoning to the P zoning district will result in the addition of an electrical substation for the City. The substation use is consistent with the City’s goal to provide necessary utility services to the residents of Lake Worth Beach. **Meets Criterion.**

**h. Commercial and industrial land supply.** The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1. The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or
2. The proposed FLUM amendment provides substantiated evidence of satisfying at least four (4) of the direct economic development benefits listed in subparagraph "f" above; and
3. The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

**Analysis:** The proposed rezoning would result in a reduction of the amount of land available for commercial development under the current Mixed Use Zoning, however it will accommodate a necessary use to serve the residents and nonresidential uses of the City. **Meets Criterion.**

**i. Alternative sites.** Whether there are sites available elsewhere in the city in zoning districts which already allow the desired use.

**Analysis:** The necessary electrical substation use is best suited at the subject site. There is an existing substation at 610 S H Street that will be relocated to the subject site. The subject site is the closest in proximity to the existing substation, thus having less of an impact on the City’s services. **Meets Criterion.**

**j. A Master plan and site plan compliance with land development regulations.** When master plan and site plan review are required pursuant to section 2.D.1.e. above, both shall comply with the requirements of the respective zoning district regulations of article III and the site development standards of section 23.2-32.

**Analysis:** The proposed electrical substation is subject to Site Plan review and will comply with Section 23.2-32 of the City’s Code. **Meets Criterion.**

The analysis has shown that the required findings can be made in support of the rezoning. Therefore, the proposed rezoning is consistent with the review criteria for rezoning as outlined in LDR Section 23.2-36.

## CONCLUSION

The proposed FLUM amendment request is consistent with the purpose, intent, and requirements of the Comprehensive Plan. The proposed rezoning is also consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board recommend approval to the City Commission of both the FLUM amendment and the Zoning Map amendment based on the data and analysis in this report and the findings summarized below:

- The amendments are consistent with the City’s goals to encourage the availability of suitable land for utility facilities necessary to support proposed development and to allow Electric substations and Utility uses in all future land use categories.
- The amendments are consistent with the Strategic Plan’s goals of providing superior amenities and services to retain existing and entice new residents and businesses, and sustain infrastructure investments.

- The amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report; and
- The FLUM amendment is supported by data and analysis prepared in accordance with the requirement of F.S. 163.3177 that provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements.
- The Zoning Map amendment is consistent with the proposed FLUM amendment.

## BOARD POTENTIAL MOTION:

### One vote per ordinance is required:

I MOVE TO RECOMMEND APPROVAL OF the proposed amendment to the **Future Land Use Map (Ordinance 2021-18)** based on the data and analysis in the staff report and the testimony at the public hearing.

I MOVE TO NOT RECOMMEND APPROVAL OF the proposed amendment to the **Future Land Use Map (Ordinance 2021-18)** as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

### AND

I MOVE TO RECOMMEND APPROVAL OF the proposed amendment to the **Zoning Map (Ordinance 2021-19)** based on the data and analysis in the staff report and the testimony at the public hearing.

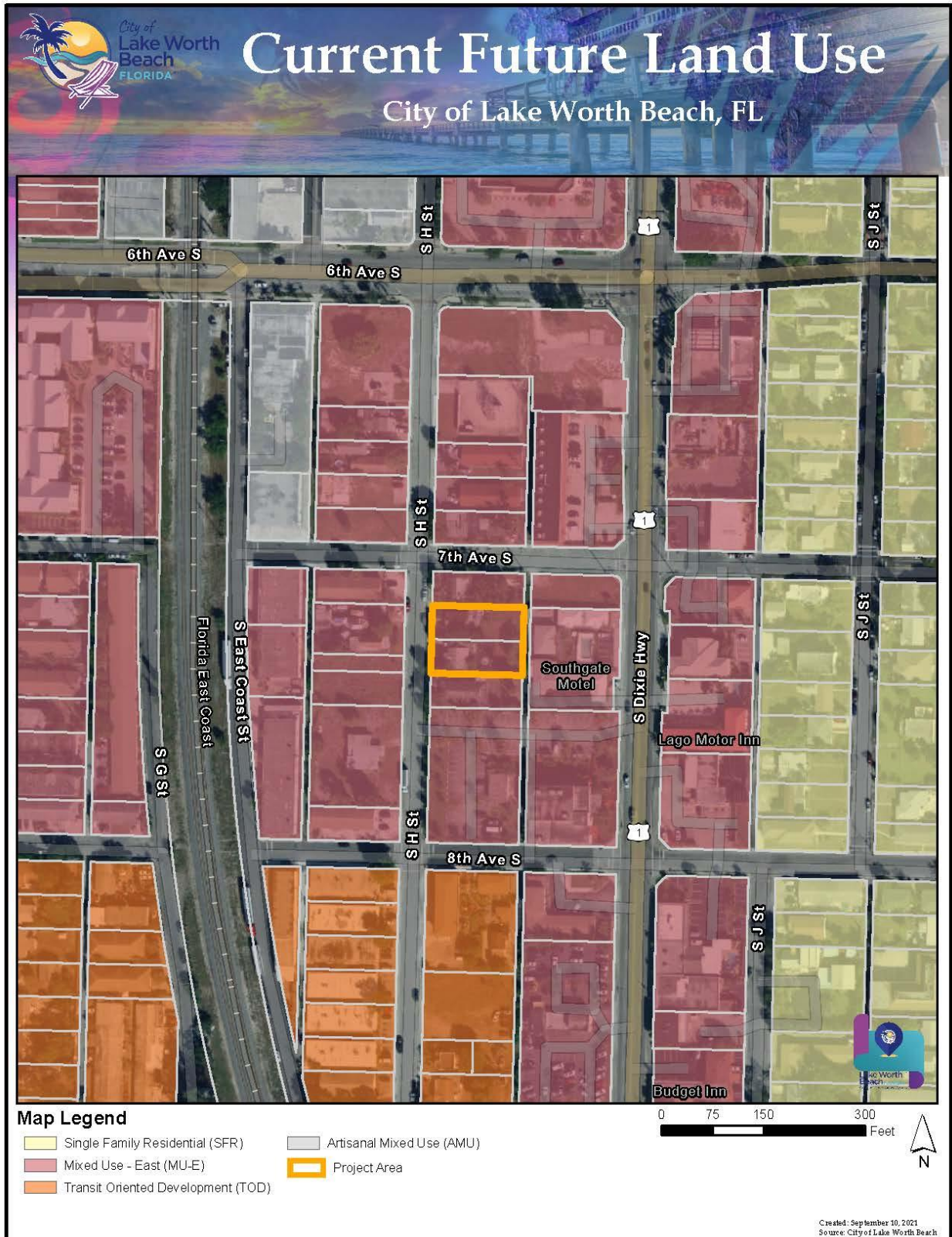
I MOVE TO NOT RECOMMEND APPROVAL OF the proposed amendment to the **Zoning Map (Ordinance 2021-19)** as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

**Consequent Action:** The Planning and Zoning Board will be making a recommendation to the City Commission on the FLUM and Zoning Map amendment requests.

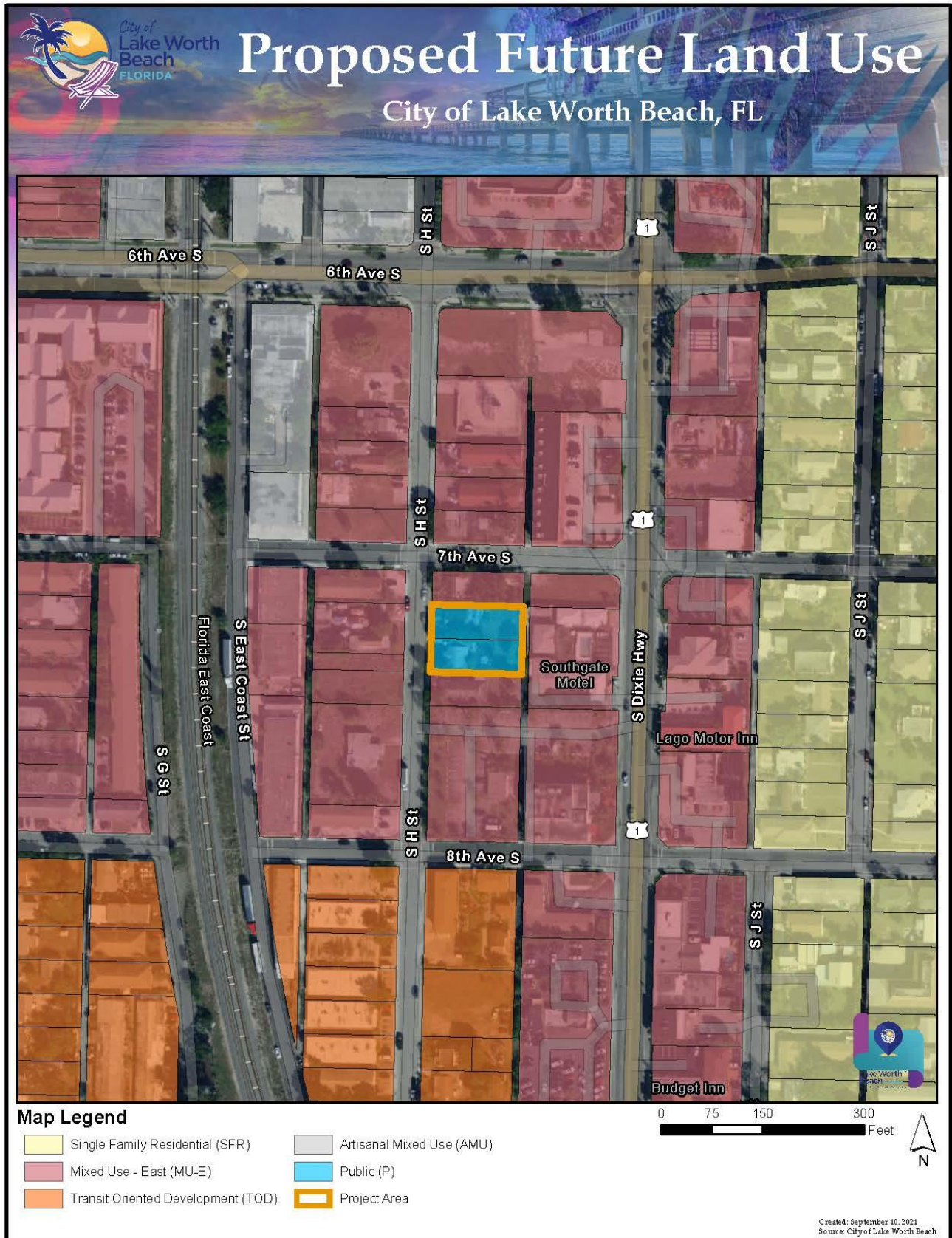
## ATTACHMENTS

- A. Current FLU Map of property located at 706 South H Street and 710 South H Street (PCN #s 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060)
- B. Proposed FLU Map of property located at 706 South H Street and 710 South H Street (PCN #s 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060)
- C. Current Zoning Map of property located at 706 South H Street and 710 South H Street (PCN #s 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060)
- D. Proposed Zoning Map of property located at 706 South H Street and 710 South H Street (PCN #s 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060)

ATTACHMENT A  
Current FLU Map of Subject Properties



ATTACHMENT B  
Proposed FLU Map of Subject Properties



ATTACHMENT C  
CURRENT ZONING MAP





ATTACHMENT D  
PROPOSED ZONING MAP



**ORDINANCE NO. 2021-18 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF MIXED USE – EAST (MU-E) TO THE PUBLIC (P) FLU DESIGNATION ON PROPERTIES LOCATED AT 706 SOUTH H STREET AND 710 SOUTH H STREET MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Florida Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3220, *et seq.*, Florida Statutes, requires each municipality to adopt a comprehensive plan, including a future land use map and authorizes amendments to an adopted comprehensive plan; and

WHEREAS, this is a City-initiated request for the two (2) properties described in Exhibit A (the "Property") attached hereto and incorporated herein, for a small scale map amendment to change the future land use designation of the property; and

WHEREAS, City staff has prepared and reviewed an amendment to the Future Land Use Map of the City's Comprehensive Plan to change the land use designations of the property described below from a City of Lake Worth Beach future land use designation of Mixed Use – East (MU-E) to a City future land use designation of Public (P); and

WHEREAS, on October 6, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

WHEREAS, the amendment qualifies and meets the criteria to be reviewed and approved as a small scale map amendment in accordance with section 163.3187, Florida Statutes; and

WHEREAS, the City Commission acknowledges that this Future Land Use Map Amendment is subject to the provisions of Section 163.3187, and 163.3189, Florida Statutes, and that the City shall maintain compliance with all provisions thereof; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The property of land more particularly described in **Exhibit A** is hereby designated Public (P) on the City's Future Land Use Map in **Exhibit B**.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable,

Section 5. The effective date of this small scale map amendment shall be thirty-one (31) days after the Department of Economic Opportunity notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

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

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on the 2<sup>nd</sup> day of November, 2021.

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

Mayor Betty Resch
Vice Mayor Herman Robinson
Commissioner Sarah Malega
Commissioner Christopher McVoy
Commissioner Kim Stokes

The Mayor thereupon declared this ordinance duly passed and enacted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



**Exhibit A  
Property Location**

The subject two (2) parcels are generally located at the southeast corner of 7<sup>th</sup> Avenue and South H Street at 706 South H Street and 710 South H Street as depicted in the map below and include the following property control numbers: 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060.





**Exhibit B  
Amended FLUM**

Mixed Use – East (MU-E) to Public (P) Future Land Use Designation





**ORDINANCE NO. 2021-19 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MIXED USE – DIXIE HIGHWAY (MU- DH) TO PUBLIC (P) ON PROPERTIES LOCATED AT 706 SOUTH H STREET AND 710 SOUTH H STREET, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land Development Regulations, as adopted by the City of Lake Worth Beach, is authorized and empowered to consider amending the City's Official Zoning Map; and

WHEREAS, this is a City-initiated request for a zoning map amendment to change the zoning district of the properties as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, City staff has prepared and reviewed an amendment to the City's Official Zoning Map to change the zoning district of the properties described below from Mixed Use – Dixie Highway (MU-DH) to Public (P), pursuant to the City of Lake Worth Beach Land Development Regulations and Comprehensive Plan; and

WHEREAS, on October 6, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, considered a concurrent future land use map (FLUM) amendment to the P future land use;

WHEREAS, on October 6, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the subject zoning map amendment to the City's Official Zoning Map; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that rezoning meets the rezoning review criteria of the Land Development Regulations, Section 23.2-36 and is consistent with the City's Comprehensive Plan and Strategic Plan.

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The parcel of land more particularly described in **Exhibit A** is hereby designated Public (P) on the City's Official Zoning Map.

Section 3. The City's zoning maps shall be updated to reflect the changes to the property described in **Exhibit B**.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any provision of this ordinance or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Effective Date. This ordinance shall become effective upon the same day as the concurrent Future Land Use Map amendment (Ordinance 2021-18). Per Florida Statute 163.3187. The Future Land Use Map amendment (Ordinance 2021-18) shall be effective 31 days after adoption provided there is no challenge.

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

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on the 2<sup>nd</sup> day of November, 2021.

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

Mayor Betty Resch
Vice Mayor Herman Robinson

Commissioner Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Kimberly Stokes

The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

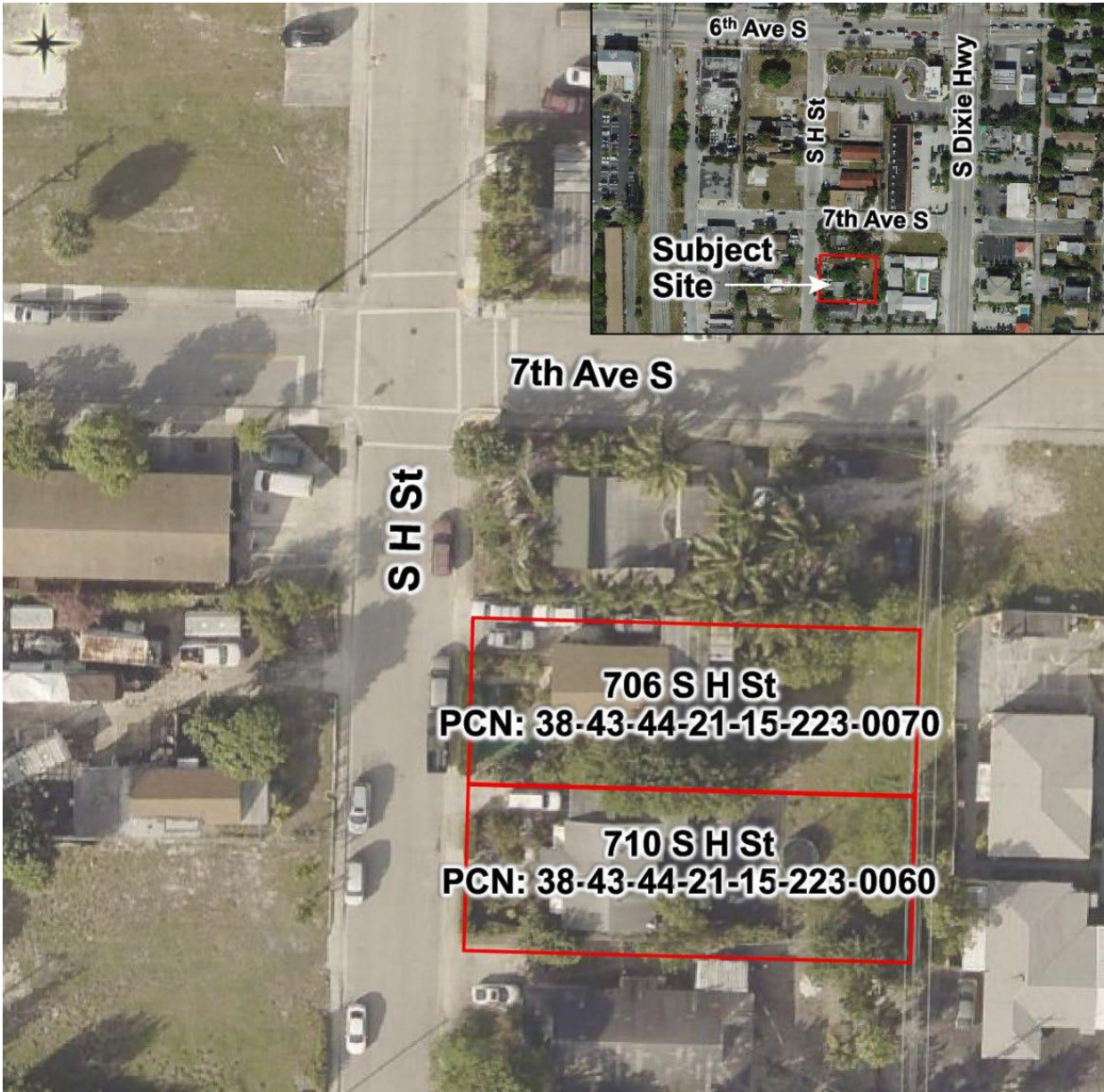
By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

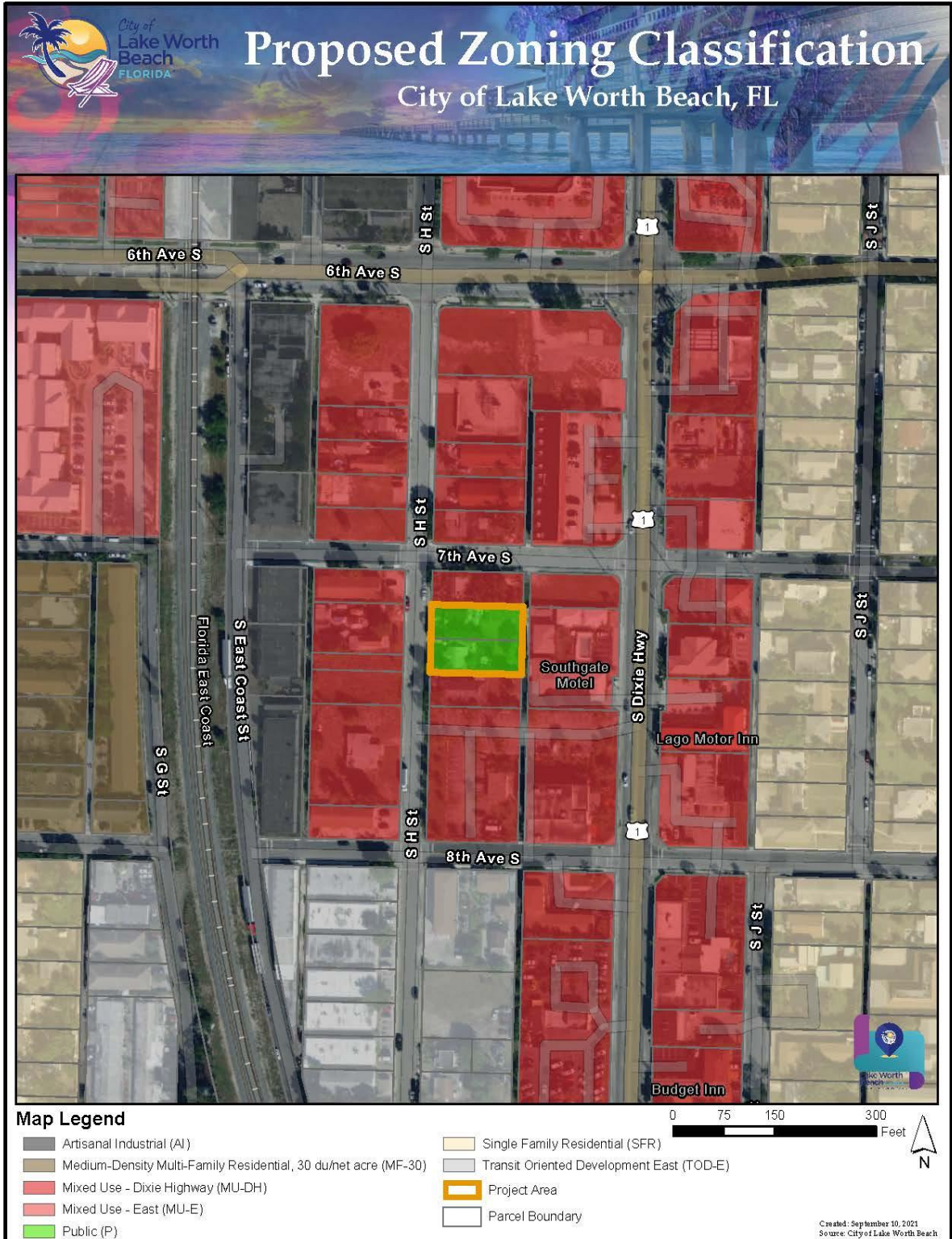
\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

**Exhibit A  
Property Location**

The subject two (2) parcels are generally located at the southeast corner of 7<sup>th</sup> Avenue and South H Street at 706 South H Street and 710 South H Street as depicted in the map below and include the following property control numbers: 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060.



**Exhibit B**  
**Amended Zoning District**  
Mixed Use – Dixie Highway (MU-DH) to Public (P) Zoning District



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** City Commission

**TITLE:**

Ordinance No. 2021-20 – Second Reading – Ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022

**SUMMARY:**

The ordinance provides a referendum question for the March 8, 2022, General Election to set term limits of two consecutive terms for a given seat.

**BACKGROUND AND JUSTIFICATION:**

The Charter Review Committee submitted recommendations to the City Commission regarding changes to the City's Charter at the October 5, 2021 regular meeting. The first recommendation was to have term limits of two consecutive terms for a given seat (terms are three years). Should the referendum pass, a Commissioner or the Mayor could only serve for six consecutive years and would not be able run again for the same seat in the next election. However, a Commissioner or Mayor could run for a different seat or run again for the same seat after 23 months had elapsed. Term limits are not currently addressed in the Charter.

The ordinance was approved 4-0 (Commissioner McVoy was out of the Chamber and did not vote) at the November 16, 2021 regular meeting.

**MOTION:**

Move to approve/disapprove Ordinance 2021-20 approving ballot language for setting term limits of two consecutive terms for a given seat by referendum on March 8, 2022.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Ordinance 2021-20

ORDINANCE NO. 2021-20 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 8, 2022, AS TO WHETHER SECTION 2 OF ARTICLE III OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO PROVIDE TERM LIMITS FOR THE POSITIONS OF MAYOR AND COMMISSIONER; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS AND AN EFFECTIVE DATE

WHEREAS, a Charter for the City of Lake Worth Beach, Florida (the "City") was created and adopted pursuant to the Constitution and applicable laws of the State of Florida; and

WHEREAS, pursuant to section 166.021, Florida Statutes, the City has the governmental, corporate and proprietary powers to enable it to conduct municipal government; and

WHEREAS, pursuant to section 166.021(4), Florida Statutes, the City Charter may be amended through the City's exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, section 166.031, Florida Statutes, authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, currently the City's elected officials (i.e., mayor and commissioners) may serve an unlimited number of terms; and

WHEREAS, the City desires to provide for term limits for its elected officials which includes a limit of two (2) consecutive terms for the position of mayor and commissioner; and

WHEREAS, the offices of mayor and commissioner would be considered separate offices for the purpose of such consecutive term limits so that, for instance, an individual could serve two (2) consecutive terms as mayor and then two (2) consecutive terms as commissioner with an overall limit of serving twelve (12) consecutive years as an elected official; and

WHEREAS, the City Commission deems it to be in the best interests of the City and serving a valid public purpose to conduct a referendum (the "Referendum") on the question of whether Article III, Section 2 of the Charter of the City of Lake Worth Beach be amended to provide that no person may serve more than two (2) consecutive terms as mayor or commissioner wherein the offices of mayor and commissioners will be considered separate offices for the purpose of such consecutive term limits and with an overall limit of serving twelve (12) consecutive years as an elected official.

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

Section 1. Findings adopted. The findings of the Commission set forth in the foregoing recitals are hereby adopted as true and correct statements and specifically made a part of this ordinance.

Section 2. Referendum declared. A referendum is hereby called for and shall be held in the City on the 8th day of March, 2022, to determine whether or not a majority of the electors voting in the Referendum support the proposed amendment to the City Charter, as shown in Sections 6 and 7 of this ordinance.

Section 3. Ballot title. The ballot title which is the subject of this Referendum, and by which the proposed Charter Amendment is to be commonly referred to or spoken of, shall be captioned as “**Term Limits for Mayor and Commissioners.**”

Section 4. Conduct of Referendum. The City shall determine the polling locations or places in coordination with the Palm Beach County Supervisor of Elections, and all qualified electors of the City of Lake Worth Beach, Florida who vote in the Referendum shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed City of Lake Worth Beach, Florida Charter Amendment from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the City of Lake Worth Beach, Florida shall be permitted to vote on this Referendum question.

Section 5. Notice and advertising of the Referendum. The City Clerk shall prepare and give notice of the proposed Charter Amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the Referendum to consider the proposed Charter Amendment is to be held. The publications shall be placed in a newspaper of general circulation in the City. The City Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily required Referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the City Commission.

Section 6. Ballot summary. The ballot summary of the proposed Charter amendment shall be:

**SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT ARTICLE III, SECTION 2 TO PROVIDE THAT NO PERSON MAY SERVE MORE THAN A MAXIMUM OF TWELVE CONSECUTIVE YEARS AS A CITY ELECTED OFFICIAL AND THAT NO PERSON MAY SERVE MORE THAN TWO CONSECUTIVE FULL TERMS AS MAYOR OR COMMISSIONER WHEREIN THE OFFICES OF MAYOR AND COMMISSIONER WILL BE CONSIDERED SEPARATE OFFICES FOR THE PURPOSE OF SUCH CONSECUTIVE TERM LIMITS?**

YES \_\_\_\_\_

NO \_\_\_\_\_



Section 7. Charter amendment. In the event that the majority of electors of the City voting in the Referendum vote affirmatively to amend Article III, Section 2 of the City Charter, then said Article and Section shall be amended to read as follows:

ARTICLE III. LEGISLATIVE

\* \* \*

Sec. 2. – Election and terms.

On the second Tuesday in March a general election shall be held to elect members of the city commission every three years for Mayor and Commissioners from Districts 1 and 3 beginning in March 2018 and every three years for Commissioners from Districts 2 and 4 beginning in March 2019. The election of members of the city commission, except the mayor, shall be by districts to be known as Districts 1, 2, 3 and 4. The commissioners from Districts 2 and 4 shall be elected to three-year terms. Commissioners from Districts 1 and 3 shall be elected to three-year terms. The mayor shall be elected to a three-year term. No person may serve as mayor for more than two consecutive full terms, and no person may serve as commissioner for more than two consecutive full terms. The offices of mayor and commissioner will be considered separate offices for the purpose of such consecutive term limits. If a person serves two consecutive full terms in the same office, he or she may become eligible to serve in the same office again only after not serving as an elected (or an appointed) official in the city for twenty-three (23) months. Further, no person shall serve more than twelve (12) consecutive years as a city elected official. If a person serves twelve (12) consecutive years as a city elected official, he or she may become eligible to serve again only after not serving as an elected (or an appointed) official in the city for twenty-three (23) months. The term limits and twelve year maximum limit will be applicable to any individual elected to a full term of office on or after the March 2022 election. As used in this section, the term "appointed" means appointed to serve as a commissioner or mayor. The mayor and each commissioner shall serve until a successor has been duly qualified, elected and the election results certified by resolution of the city commission, or upon appointment, by resolution of the city commission. Such resolution shall be considered at the special meeting called to canvass the ballots, and shall be the order of business next following the canvass of ballots. Such special meeting shall be held no later than forty-eight hours after election results are furnished in writing to the city clerk by the supervisor of elections. No meeting shall be called, or business conducted by the city commission, except for emergency matters, after the polls close, until such time as the results of such election are canvassed.

Section 8. Canvassing. The election returns of the Referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the City Commission, which shall declare the result thereof. Upon canvassing the returns of the Referendum, the result of the Referendum shall be recorded in the minutes of the City Commission in the manner prescribed by law.

Section 9. Severability. If any section or portion of this ordinance, or the application thereof to any person or circumstances, is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 10. Codification. The provision of this ordinance, as set out in Section 7 of this ordinance, shall become and be made part of the Charter of the City of Lake Worth Beach, Florida.

Section 11. Repeal of laws in conflict. All ordinances or parts of ordinances and resolutions or parts of resolutions of the City of Lake Worth Beach, Florida, that are in conflict with any provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective date. This ordinance shall become effective ten (10) days after passage.

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

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	ABSENT
Commissioner Kim Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 16<sup>th</sup> day of November, 2021.

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

Mayor Betty Resch  
 Vice Mayor Herman Robinson  
 Commissioner Sarah Malega  
 Commissioner Christopher McVoy  
 Commissioner Kim Stokes

The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Water Utility

**TITLE:**

First Amendment to the Agreement with Tripp Electric, Inc. for motor and pump repairs

**SUMMARY:**

The First Amendment to the Agreement authorizes motor and pump repairs by Tripp Electric Motor, Inc. for the City of Lake Worth Beach Water Utilities at a cost not-to-exceed \$100,000.00 for Fiscal Year 2022

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach Water Treatment Plant and Master Pump Station have various pumps and motors. Pump and motor repairs are periodically required to maintain the City of Lake Worth Beach Water Utility. The piggy-back contract provides services beyond the capabilities of the City of Lake Worth Beach staff due to the specialized equipment needed on an as-needed basis. Tripp Electric Motor, Inc. has agreed to extend the specification and pricing of the Martin County contract to the City of Lake Worth Beach. The agreement with Tripp Electric Motor, Inc. enables the City to utilize the unit pricing and terms of the Martin County contract.

**MOTION:**

Move to approve/disapprove the First Amendment to the Agreement with Tripp Electric Motor, Inc. for motor and pump repairs for an amount not to exceed \$100,000.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$100,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Agenda Expenditure	Balance
402-7021-533-4646	Repair/Maintenance Wells	N/A	\$100,000	\$72,363.14	\$25,000.00	\$47,363.14
402-7022-533-4621	Repair and Maintenance	N/A	\$190,000	\$90,082.99	25,000.00	\$65,082.99
405-7421-535-4621	Repair/Maintenance	N/A	\$117,905	\$50,884.32	\$50,000	\$884.32

**FIRST AMENDMENT TO AGREEMENT FOR  
MOTOR AND PUMP REPAIRS  
(Utilizing the Martin County Contract)**

THIS FIRST AMENDMENT to the Agreement for Motor and Pump Repairs (“Amendment”) is entered into by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Tripp Electric Motors, Inc.**, 1223 NW Avenue L, Belle Glades, FL 33430, (“Contractor”).

**WHEREAS**, the City’s Water Utility department requires motor and pump repairs; and

**WHEREAS**, on February 5, 2019, the City and Contractor entered into an Agreement for Motor and Pump Repairs (the “Agreement”) based on a Martin County Contract (“Martin County Contract”), which was originally awarded by Martin County on October 23, 2018; and

**WHEREAS**, the original award has an initial term of three (3) years, terminating October 23, 2021, with two (2) additional one (1) year renewal option; and

**WHEREAS**, the County has decided to renew its contract with the Contractor, and the contract between Martin County and Contractor now expires October 23, 2022; and

**WHEREAS**, the City and the Contractor, based on the renewal by Martin County, wish to renew the Agreement through October 23, 2022; and

**WHEREAS**, the CITY and CONTRACTOR wish to increase the total annual maximum costs to be paid by the CITY under this Amendment to a not to exceed amount of One Hundred Thousand Dollars (\$100,000.00) and all other terms and conditions remain the same; and

**WHEREAS**, the City allows for the procurement of services through “piggybacking” in Section 2-112 of the City Code.

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to October 23, 2022.

3. **Maximum Costs.** The total amount not to exceed under this Amendment shall be \$100,000.00 (One Hundred Thousand Dollars) annually.

3. **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.

4. **Entire Agreement.** The City and the Contractor agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. **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.

6. **Scrutinized Companies.**

- a. The 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.
- b. 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.

- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. 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.
- e. 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.
- f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement for Motor and Pump Repairs on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

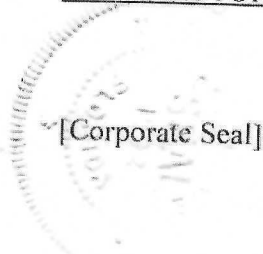
APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

TRIPP ELECTRIC MOTORS, INC.



By: \_\_\_\_\_

Print Name: Jimmy Tripp

Title: President

STATE OF Florida )  
COUNTY OF Palm Beach )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 8 day of November 2021, by Jimmy Tripp, as the President [title] of TRIPP ELECTRIC MOTORS, INC., a Florida Corporation, 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.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:





# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Amend Professional Services Agreement with NZ Consultants to allow for additional expenditure of funds for services

**SUMMARY:**

Request to amend the approved Professional Services Agreement with NZ Consultants to allow for a total expenditure of up to \$150,000 due to staff vacancies in the Planning & Preservation Division of the Community Sustainability Department.

**BACKGROUND AND JUSTIFICATION:**

At its meeting of September 7, 2021, the Commission approved a professional services agreement with NZ Consultants to provide general planning, zoning and preservation services to the Planning & Preservation Division (Division) of the Community Sustainability Department. The original agreement allows for an expenditure of up to \$50,000 during Fiscal Year 2022.

Presently, the Division has three (3) vacant planning positions: Senior Planner, Senior Preservation Coordinator and Preservation Planner. To date, the City has not received applications meeting the minimum qualifications for the positions. As such, the Division must rely on outside consultant services to maintain an acceptable level of service to applicants, residents and property owners. NZ Consultants is providing those consultant services with an additional sub-consultant of Paleo West for preservation activities. Due to the heavy demand on the Division's services, the City is quickly approaching the agreement expenditure maximum of \$50,000, which is anticipated to have been spent prior to the end of the calendar year.

The proposed amendment would allow for an additional expenditure of \$100,000 with NZ Consultants to maintain a continuity of operations for the Division until one or more of the positions can be filled. This additional amount of funding would bring the not to exceed expenditure amount under the agreement to \$150,000 for FY 2022.

At present, the positions are being advertised locally and statewide as well as nationally, but it is not anticipated that any of the positions will be filled until the first or second quarter of 2022.

**MOTION:**

Move to approve/disapprove amendment to the NZ Consultants Agreement for FY 2022 to allow for an additional expenditure of \$100,000 with the overall expenditure not to exceed \$150,000.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement Amendment  
Original Agreement



**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Planning, Zoning and Historic Preservation Professional Services)**

THIS FIRST AMENDMENT to the Professional Services Agreement for Planning, Zoning and Historic Preservation Professional Services (“Amendment”) is made as of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **NZ Consultants, Inc.**, a corporation authorized to do business in the State of Florida (“Consultant”).

**WHEREAS**, in September 2021, based on the Request for Proposals RFP No. 21-207 for Planning, Zoning and Historic Preservation Professional Services the City entered into a Professional Services Agreement with the Consultant to complement the Planning & Preservation Division staff of the City’s Department of Community Sustainability (“Agreement”);

**WHEREAS**, the City is currently in a need of additional services under the same terms and conditions as the Agreement due to the staffing shortages in Community Sustainability Department;

**WHEREAS**, the City and the Consultant would like to increase the total Not to Exceed Amount from Fifty Thousand Dollars (\$50,000) to One Hundred and Fifty Thousand Dollars (\$150,000.00) for fiscal year FY 2022; 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 Consultant agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Maximum Costs.** The total not to exceed amount under this Amendment for Fiscal Year FY 2022 shall be One Hundred and Fifty Thousand Dollars (\$150,000.00).
3. **Entire Agreement.** The City and the Consultant agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement, except as amended herein, remain in full force and effect.
4. **Legal Effect.** This Amendment shall not become binding and effective until approved by the City Commission.

5. **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.

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**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this FIRST Amendment to the Professional Services Agreement for Planning, Zoning and Historic Preservation Professional Services on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

**ATTEST:**

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

By: \_\_\_\_\_  
Melissa 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

**NZ Consultants, Inc.**

[Corporate Seal]

By: Nilsa Zacarias  
Print Name: NILSA ZACARIAS  
Title: President

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 16<sup>th</sup> day of NOVEMBER 2021, by NILSA ZACARIAS, as the PRESIDENT [title] of NZ Consultants, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced DRIVERS LICENSE as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

[Signature]  
Notary Public Signature

Notary Seal:





**PROFESSIONAL SERVICES AGREEMENT**  
**(PLANNING, ZONING AND HISTORIC PRESERVATION**  
**PROFESSIONAL SERVICES)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 9/27/2021, 2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **NZ Consultants Inc.**, a corporation authorized to do business in the State of Florida (“Consultant”).

**RECITALS**

**WHEREAS**, the City issued a Request for Proposal (No. 21-207) for Planning, Zoning and Historic Preservation professional services to complement the Planning & Preservation Division staff of the City’s Department of Community Sustainability and for the duration of the resulting Agreement (“RFP”); and

**WHEREAS**, Consultant has provided the City with a written 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 Consultant’s proposal in order for Consultant to render the services to the City as provided herein; and

**WHEREAS**, Consultant further warrants that it is experienced and capable of performing the services 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 Consultant to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES.** The Consultant shall provide Planning, Zoning and Historic Preservation professional services to the City as more specifically described in RFP, which is incorporated herein by reference.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for an initial term of three (3) years unless earlier terminated as stated herein. The parties may extend the term for additional two (2) one-year periods by amendment to this Agreement. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the schedule as set forth by the City or as otherwise agreed between the parties.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure event without being in default of this Agreement, but upon the removal of such force majeure event, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultant's fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than one hundred eighty (180) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement for breach shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. 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 all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind



whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

**SECTION 5: COMPENSATION.**

a. Payments. The City agrees to compensate Consultant in accordance with the rate schedule set forth in **Exhibit "A"**; provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Fifty Thousand (\$50,000) annually. The City shall not reimburse Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the City under this Agreement and not set forth in **Exhibit "A"**. For additional hourly rate services and related reimbursable expenses, the Consultant must receive prior written approval from the City before providing any services to be charged under the hourly rate.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of Consultant, its officers, directors, employees, representatives and agents employed or utilized by Consultant in the performance of the services under this Agreement. 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 Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or

insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence  \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis, and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

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

and if sent to Consultant, shall be sent to:

NZ Consultants Inc.  
Attn: Nilsa Zacarias  
1851 W. Indiantown Road Suite 100  
Jupiter, FL 33458

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The City and Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, 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.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement, the RFP (which is incorporated herein by reference), and **Exhibit "A"**. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP, and **Exhibit "A"**, the terms and conditions of this Agreement shall prevail with the RFP 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.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by Consultant in **Exhibit "A"** to the City shall become the property of the City. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION.** 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.

**SECTION 35: EXPORT ADMINISTRATION.** 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.

**SECTION 36: SCRUTINIZED COMPANIES.**

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

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

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

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

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

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

**SECTION 37: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Planning, Zoning and Historic Preservation) as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: Betty Resch  
Betty Resch, Mayor

ATTEST:



By: Melissa Ann Coyne CMC  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: Bruce Miller  
Bruce T. Miller, Financial Services Director

**CONSULTANT:**

**NZ Consultants Inc.**

By: Nilsa Zacarias

[Corporate Seal]

Print Name: NILSA ZACARIAS

Title: President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 10<sup>TH</sup> day of AUGUST 2021, by NILSA ZACARIAS, as the PRESIDENT/DIRECTOR [title] of NZ Consultants Inc., a Corporation, who is personally known to me or who has produced DRIVERS LICENSE as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

[Signature]  
Notary Public Signature

Notary Seal:





**EXHIBIT "A"**  
**Consultant's Rate Schedule**

## **Cost Effectiveness**

*Respondents shall provide an hourly rate schedule for all principals and personnel who will be providing the requested services. The rates provided will be the basis for tasks and projects issued to the selected proposer.*

**Please see the following NZC professional hourly rate schedule:**

<b>Personnel / Service</b>	<b>Hourly Rate</b>
<b>Principal Planner</b>	<b>\$145</b>
<b>Senior Planner</b>	<b>\$125</b>
<b>Planner</b>	<b>\$85</b>
<b>Assistant Planner</b>	<b>\$55</b>
<b>Architectural Design</b>	<b>\$135</b>
<b>Web Design</b>	<b>\$95</b>
<b>GIS</b>	<b>\$100</b>

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Community Sustainability  
and Financial Services

**TITLE:**

Resolution No. 87-2021 – Fourth Operating Budget Amendment for FY 2022 to increase the professional services agreement with NZ Consultants

**SUMMARY:**

Resolution No. 87-2021 authorizes a budget amendment to increase the professional services agreement with NZ Consultants to allow for a total expenditure of up to \$150,000 due to staff vacancies in the Planning & Preservation Division of the Community Sustainability Department.

**BACKGROUND AND JUSTIFICATION:**

Presently, the Division has three (3) planning positions vacant. They are Senior Planner, Senior Preservation Coordinator and Preservation Planner. To date, the City has not received applications meeting the minimum qualifications for the positions. As such, the Division must rely on outside consultant services to maintain an acceptable level of service to applicants, residents and property owners. NZ Consultants is providing those consultant services with an additional sub-consultant of Paleo West for preservation activities. Due to the heavy demand on the Division's services, the City is quickly approaching the agreement expenditure maximum of \$50,000, which is anticipated to have been spent prior to the end of the calendar year.

**MOTION:**

Move to approve/disapprove Resolution No. 87-2021 authorizing a budget amendment to increase the professional services agreement with NZ Consultants.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 87-2021  
Exhibit A

**FISCAL IMPACT ANALYSIS**

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

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

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-2030-515.31-90	Professional Services/Other	N/A	\$60,000	\$60,000	\$150,000	\$150,000	\$60,000

RESOLUTION NO. 87-2021, FOURTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City finds it is necessary and essential to amend the FY 2022 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2022 Annual Operating Budget amendments set forth herein serves a valid public purpose.

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

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

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

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

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

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

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

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

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

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

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the 7<sup>th</sup> day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

	FY 2021 Budget	FY 2022 Budget Adopted	FY 2022 Budget Amendment	FY 2022 Budget Amended
<b><u>Expenditure</u></b>				
Administration				
Wages	427,890	394,804	(83,421)	311,383
Benefits	174,439	178,289	(66,579)	111,710
Subtotal	602,329	573,093	(150,000)	423,093
Operating Expenditures	160,561	154,672	150,000	304,672
Total	762,890	727,765	-	727,765

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 88-2021 approving the purchase agreement and the lease financing agreement for the new fleet of golf carts

**SUMMARY:**

Resolution 88-2021 authorizes a purchase agreement with Club Car, LLC, to provide 70 Electric Tempo Lithium Ion Golf Carts to the Lake Worth Beach Municipal Golf Course and the lease financing agreement with De Lage Landen Public Finance, LLC, to finance the purchase.

**BACKGROUND AND JUSTIFICATION:**

In August, 2018, the City entered into a four-year delivery and purchase agreement with E-Z-Go Division of Textron, Inc., and master lease agreement with PNC Equipment Finance for the lease of 70 golf carts for the Lake Worth Municipal Golf Course. Due to the COVID-19 restrictions on Golf cart usage the current golf cart batteries could not keep up with the usage demand and have become faulty. With the battery shortage, the cost increase to fix the current fleet, and the fleet at the end of its useful life, the City investigated alternative options to replace its current fleet and keep up with the demand for golf carts.

Based on an investigation of options, the best option appears to be entering into a new purchase agreement with Club Car, LLC, and 60-month lease financing agreement with De Lage Landen Public Finance LLC, for 70 replacement golf carts. The purchase agreement with Club Car, LLC, is under the Omnia cooperative purchase agreement (which is available for review in the Purchasing Division). The lease financing agreement provides the financing in support of the purchase agreement. The City's Procurement Code Section 2-112(e)(2) and City's Procurement policy allow for the City to purchase goods and services using cooperative purchase agreements. Club Car, LLC has agreed to satisfy the remaining payments and residual payment on the City's existing master lease with PNC. The Schedule of Payments under the new lease financing agreement provides for 60 monthly payments of \$5,530.00 by the City to De Lage Landen and a final lump sum purchase payment of \$213,500. The City's obligations under the lease financing agreement are subject to the annual appropriation by the City, and, therefore, do not constitute a general obligation or indebtedness of the City which exceeds more than one fiscal year.

**MOTION:**

Move to approve/disapprove Resolution No. 88-2021 approving the purchase agreement and the lease financing agreement for the new fleet of golf carts.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution No. 88-2021  
Club Car letter to pay outstanding balance of PNC lease  
Lease financing agreement with Florida Addendum

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	66,360	66,360	66,360	66,360	279,860
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
404-8030-575.44-20	Operating/ Capital Leasing		\$66,300.00	\$58,800.00		\$38,710.00	\$3,090.00

**\*\*SPECIAL NOTE\*\***

Golf will expend approximately \$17,000 on its current lease which runs until February 2022. The new lease detailed above, begins March 2022. The reflected balance in the Fiscal Impact table takes into consideration the remaining \$17,000 to be expended.



RESOLUTION NO. 88-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH CLUB CAR LLC AND LEASE FINANCING AGREEMENT WITH DE LAGE LANDEN PUBLIC FINANCE LLC FOR THE PURCHASE AND FINANCING OF NEW GOLF CARTS FOR THE MUNICIPAL GOLF COURSE; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the "Lessee") is a Florida Municipal Corporation duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease agreements; and

WHEREAS, through the cooperative purchase agreement offered by Omnia, the Lessee desires to acquire a new fleet of golf carts for its municipal golf course; and

WHEREAS, Lessee hereby finds and determines that the execution of the Purchase Agreement with Club Car LLC and the Lease Finance Agreement with De Lage Landen Public Finance LLC for the purchase and financing of new golf carts as set forth in the Schedule of Payments in the Lease Finance Agreement is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, the De Lage Landen Public Finance LLC, shall act as Lessor under said Lease Finance Agreement; and

WHEREAS, under the Purchase Agreement, Club Car LLC will provide the golf carts and act as the service provider for the golf carts; and

WHEREAS, because of the lack of appropriations provision in the Lease Finance Agreement, such Agreement shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State; and,

WHEREAS, the City Commission finds the Purchase Agreement and Lease Finance Agreement for the purpose of purchasing and financing golf carts as set forth herein serves a valid public purpose.

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

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

SECTION 2: The Mayor and City Clerk are authorized to execute the Purchase Agreement with Club Car LLC (which may also be approved and authorized by Purchase Order) and the Lease Finance Agreement with De Lage Landen Public Finance LLC and any and all legally necessary documents to purchase and finance the golf carts for the municipal golf course.

SECTION 3: The Lessee's obligations under the Lease Finance Agreement shall be expressly subject to annual appropriation by Lessee; and, such obligations under the Lease Finance Agreement shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

SECTION 6: This resolution shall become effective immediately upon its adoption and approval.

The passage of this resolution was moved by Commissioner 88, seconded by Commissioner 88 and upon being put to a vote, the vote was as follows:

Mayor Betty Resch  
Vice Mayor Herman Robinson  
Commissioner Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and enacted on the 7<sup>th</sup> day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



Club Car, LLC  
1151 Keller Road North  
Suite A  
Orlando, FL 32810  
T (407) 522-8001 F (407) 522-7005  
www.ClubCar.com

September 15, 2021

Valentina Sustaita  
Asst. Finance Director - Purchasing  
City of Lake Worth Beach  
7 N. Dixie Hwy.  
Lake Worth Beach, FL 33460

Dear Valentina,

This letter is to serve as Club Car's guaranty/commitment to provide a check to the City of Lake Worth Beach in the amount of \$137,500.00 in exchange for 70 qty. 2019 EZGO TXT Electric model golf cars.

Club Car agrees to provide this check within 30 days of pick-up of the EZGO golf cars. Club Car will require the City of Lake Worth Beach to provide a W9 form prior to the processing of the check.

Please let me know if you have any questions or require additional information.

Sincerely,  
  
David Kelly  
Territory Manager  
Club Car

# DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 500-50314673

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

## I. STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

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### 1. Bank Qualification Section

- Read and check box if appropriate

### 2. Lessee Signature

- Print name, title, sign and date (must be authorized officer)

## II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

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- Print name, title, sign and date

## III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

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- Print name, title, sign and date

## IV. STATE SPECIFIC ADDENDA

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Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

## V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

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- Print name, title, sign and date

## VI. 8038G OR GC — IRS FORM. Post funding: Form will be sent to you via email to sign and return with an *original* signature.

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

## VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

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- Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as “loss payee” to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase “throughout jurisdiction” may be used. Must also list amount being financed.
- Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as “additional insured.”
- Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- Completed Billing Information form**
- Advance payment check** made payable to DE LAGE LANDEN PUBLIC FINANCE LLC
- State sales tax exemption certificate**
- Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- MUNI AUTH
- \_\_\_\_\_

## ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

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Attention: JOY WILLIAMS

Email: JWILLIAMS@LEASEDIRECT.COM

Lease Processing Center  
1111 Old Eagle School Road  
Wayne, PA 19087  
JOY WILLIAMS

08PFDOC073v9

# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220  
FACSIMILE: (800) 700-4643

<b>LESSEE</b>	Full Legal Name <b>City of Lake Worth Beach, FL</b>				Phone Number
	DBA Name (if any)				Purchase Order Requisition Number
	Billing Address <b>7 N DIXIE HWY</b>	City <b>LAKE WORTH BEACH</b>	State <b>FL</b>	Zip <b>33460</b>	Send Invoice to Attention of:

<b>EQUIPMENT INFORMATION</b>	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				<b>SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION</b>
Equipment Location (if not same as above)		City	State	Zip

<b>PAYMENT INFORMATION</b>	Number of Lease Payments <b>61</b>	Lease Payments: See Lease Payment Schedule Attached as Attachment 1	<b>BANK QUALIFICATION</b>
	Full Lease Term (in Months) <b>61</b>	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____ End of Lease Option: \$1	

By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.

Bank Qualification Elected

### TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

**1. LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

**2. TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

**3. LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

**4. CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

**5. NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

**6. WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

**7. DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

<b>LESSEE SIGNATURE</b>	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature _____	Date _____
	Title _____	
	Print Name _____	
Legal Name of Corporation <b>City of Lake Worth Beach, FL</b> (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)		

<b>LESSOR</b>	Lessor Signature _____	Date _____
	Print Name _____	
	Title _____	
	For <b>DE LAGE LANDEN PUBLIC FINANCE LLC</b>	
	Lease Number <b>500-50314673</b>	
	Lease Date <b>SEPTEMBER 9 , 2021</b>	
	Vendor I.D. Number <b>213758-0001</b>	

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

**10. ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

**12. LESSEE'S NEGLIGENCE.** To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

**13. TAXES.** YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

**20. "INTENTIONALLY OMITTED"**

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

**22. BANK QUALIFICATION.** If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

**25. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

**26. ELECTRONIC TRANSACTIONS.** WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

# MUNICIPAL AUTHORIZATION

Date SEPTEMBER 9, 2021

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated SEPTEMBER 9, 2021 between DE LAGE LANDEN PUBLIC FINANCE LLC (herein called "Creditor") and City of Lake Worth Beach, FL (herein called "Obligor") for the financing of SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Obligor and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Obligor of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Obligor has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

<b>CREDITOR SIGNATURE</b>	Creditor Name <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Signature X _____
	Print Name _____
	Title _____

<b>OBLIGOR SIGNATURE</b>	Obligor Name <u>City of Lake Worth Beach, FL</u>
	Signature X _____
	Print Name _____
	Title _____

<b>OBLIGOR SIGNATURE</b>	Obligor Name <u>City of Lake Worth Beach, FL</u>
	Signature X _____
	Print Name _____
	Title _____

17DLL1128

# FLORIDA ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: City of Lake Worth Beach, FL

LEASE NUMBER: 500-50314673

LEASE DATE: SEPTEMBER 9, 2021

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentence to the end of said Section:

WE and YOU understand and intend that YOUR obligation to pay Lease Payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of YOUR ad valorem tax revenues, funds or moneys. WE and YOU further understand that the use of the ad valorem taxing power to make Lease Payments cannot be compelled

2. **Section 5** of the Lease is hereby amended by adding the following language to the end of said Section:

Upon return of that Equipment to US, WE will use our best efforts to lease or sell that Equipment upon such terms as WE, in our reasonable judgment, deem prudent. WE will apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse OURSELVES for all costs associated with the taking, removing, holding, repairing and leasing or selling of that Equipment; (ii) second, to pay to OURSELVES an amount equal to the Purchase Price for that Equipment at the time of the termination of this Lease; (iii) third, to pay to OURSELVES the amount necessary to satisfy YOUR remaining obligations under this Lease; and (iv) fourth, to remit any amounts thereafter remaining to YOU. No deficiency will be allowed against YOU.

3. **Section 8** of the Lease is hereby deleted and the following **Section 8** is hereby inserted in lieu thereof:

**8. TITLE.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

4. **Section 16** of the Lease is hereby amended by adding the following language to the end of said Section:

WE and YOU agree that there is no intention to create under this Lease a right to dispossess YOU involuntarily of the legal title to or the right of use of the Equipment. WE hereby irrevocably waive any right to specific performance of YOUR covenant to transfer legal title to and return of possession of the Equipment to US.

5. **Section 19** of the Lease is hereby deleted and the following **Section 19** is hereby inserted in lieu thereof:

**19. FINANCIAL STATEMENTS.** If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

6. IF YOU ARE A COUNTY, YOU represent and covenant that (a) if the Full Lease Term with respect to this Lease is greater than five years, Lease Payments under this Lease will be payable from sources other than ad valorem taxes, and (b) YOU represent and covenant that this Lease has been approved by YOUR Board of County Commissioners prior to the Commencement Date.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

<b>LESSEE SIGNATURE</b>	Legal Name of Lessee <u>City of Lake Worth Beach, FL</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

<b>LESSOR SIGNATURE</b>	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
Lease Number <u>500-50314673</u>	

09PFDOC101v2



# ATTACHMENT 1

# STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

## Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of Lake Worth Beach, FL

LEASE NUMBER: 500-50314673

LEASE DATE: SEPTEMBER 9, 2021

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
<b>Loan</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>499,814.00</b>	<b>-</b>
1	5,530.00	1,037.12	4,492.88	495,321.12	505,227.54
2	5,530.00	1,027.80	4,502.20	490,818.92	500,635.30
3	5,530.00	1,018.46	4,511.54	486,307.38	496,033.53
4	5,530.00	1,009.09	4,520.91	481,786.47	491,422.20
5	5,530.00	999.71	4,530.29	477,256.18	486,801.30
6	5,530.00	990.31	4,539.69	472,716.49	482,170.82
7	5,530.00	980.89	4,549.11	468,167.38	477,530.73
8	5,530.00	971.45	4,558.55	463,608.83	472,881.01
9	5,530.00	961.99	4,568.01	459,040.82	468,221.64
10	5,530.00	952.52	4,577.48	454,463.34	463,552.61
11	5,530.00	943.02	4,586.98	449,876.36	458,873.89
12	5,530.00	933.50	4,596.50	445,279.86	454,185.46
13	5,530.00	923.96	4,606.04	440,673.82	449,487.30
14	5,530.00	914.40	4,615.60	436,058.22	444,779.38
15	5,530.00	904.83	4,625.17	431,433.05	440,061.71
16	5,530.00	895.23	4,634.77	426,798.28	435,334.25
17	5,530.00	885.61	4,644.39	422,153.89	430,596.97
18	5,530.00	875.98	4,654.02	417,499.87	425,849.87
19	5,530.00	866.32	4,663.68	412,836.19	421,092.91
20	5,530.00	856.64	4,673.36	408,162.83	416,326.09
21	5,530.00	846.94	4,683.06	403,479.77	411,549.37
22	5,530.00	837.23	4,692.77	398,787.00	406,762.74
23	5,530.00	827.49	4,702.51	394,084.49	401,966.18
24	5,530.00	817.73	4,712.27	389,372.22	397,159.66
25	5,530.00	807.95	4,722.05	384,650.17	392,343.17
26	5,530.00	798.15	4,731.85	379,918.32	387,516.69
27	5,530.00	788.34	4,741.66	375,176.66	382,680.19
28	5,530.00	778.50	4,751.50	370,425.16	377,833.66
29	5,530.00	768.64	4,761.36	365,663.80	372,977.08
30	5,530.00	758.76	4,771.24	360,892.56	368,110.41
31	5,530.00	748.86	4,781.14	356,111.42	363,233.65
32	5,530.00	738.94	4,791.06	351,320.36	358,346.77
33	5,530.00	728.99	4,801.01	346,519.35	353,449.74
34	5,530.00	719.03	4,810.97	341,708.38	348,542.55
35	5,530.00	709.05	4,820.95	336,887.43	343,625.18
36	5,530.00	699.05	4,830.95	332,056.48	338,697.61

Sales tax of \$0.00 is included in the financed amount shown above.

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# ATTACHMENT 1

# STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

## Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of Lake Worth Beach, FL

LEASE NUMBER: 500-50314673

LEASE DATE: SEPTEMBER 9, 2021

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	5,530.00	689.02	4,840.98	327,215.50	333,759.81
38	5,530.00	678.98	4,851.02	322,364.48	328,811.77
39	5,530.00	668.91	4,861.09	317,503.39	323,853.46
40	5,530.00	658.82	4,871.18	312,632.21	318,884.85
41	5,530.00	648.72	4,881.28	307,750.93	313,905.95
42	5,530.00	638.59	4,891.41	302,859.52	308,916.71
43	5,530.00	628.44	4,901.56	297,957.96	303,917.12
44	5,530.00	618.27	4,911.73	293,046.23	298,907.15
45	5,530.00	608.07	4,921.93	288,124.30	293,886.79
46	5,530.00	597.86	4,932.14	283,192.16	288,856.00
47	5,530.00	587.63	4,942.37	278,249.79	283,814.79
48	5,530.00	577.37	4,952.63	273,297.16	278,763.10
49	5,530.00	567.10	4,962.90	268,334.26	273,700.95
50	5,530.00	556.80	4,973.20	263,361.06	268,628.28
51	5,530.00	546.48	4,983.52	258,377.54	263,545.09
52	5,530.00	536.14	4,993.86	253,383.68	258,451.35
53	5,530.00	525.77	5,004.23	248,379.45	253,347.04
54	5,530.00	515.39	5,014.61	243,364.84	248,232.14
55	5,530.00	504.99	5,025.01	238,339.83	243,106.63
56	5,530.00	494.56	5,035.44	233,304.39	237,970.48
57	5,530.00	484.11	5,045.89	228,258.50	232,823.67
58	5,530.00	473.64	5,056.36	223,202.14	227,666.18
59	5,530.00	463.15	5,066.85	218,135.29	222,498.00
60	5,530.00	452.63	5,077.37	213,057.92	217,319.08
61	213,500.00	442.08	213,057.92	0.00	-
<b>Grand Totals</b>	<b>545,300.00</b>	<b>45,486.00</b>	<b>499,814.00</b>		

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# ATTACHMENT 2

# STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT EQUIPMENT DESCRIPTION

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: City of Lake Worth Beach, FL

LEASE NUMBER: 500-50314673

LEASE DATE: SEPTEMBER 9, 2021

Quantity	Description/Serial No./Model No.	Location
70-CLUB CAR ELECTRIC TEMPO LION GOLF CARS		

LESSEE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# BILLING INFORMATION

## PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: \_\_\_\_\_

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

\_\_\_\_\_  
\_\_\_\_\_

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**  
**Subject line will read: Your Lease Direct Invoice is ready to view online!**

Billing Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_

Lease/Contract Signer Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ (only provide if requested)

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? **If yes, please provide PO#** \_\_\_\_\_  YES  NO

Is a new purchase order required for each new fiscal period?  YES  NO

If yes, provide month/year PO expires \_\_\_\_\_

Are you sales tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.**  YES  NO

Do you require any special information to establish a vendor number for \_\_\_\_\_?  YES  NO

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

### CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES  NO  If YES, please attach/provide a copy.

#### Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES  NO  If YES, please attach/provide a copy.

***If you have further questions, please consult your regular bond or legal counsel.***

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Lake Worth Beach, FL		2 Issuer's employer identification number (EIN) XXXXXXXXXXXX	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) XX		3b Telephone number of other person shown on 3a XXXXXXXXXXXXXXXXXXXX	
4 Number and street (or P.O. box if mail is not delivered to street address) 7 N DIXIE HWY		Room/suite XXXXXX	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code LAKE WORTH BEACH FL 33460		7 Date of issue XXXXXXXXXXXXXXXXXXXX	
8 Name of issue XX		9 CUSIP number XXXXXXXXXXXXXXXXXXXX	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) XX		10b Telephone number of officer or other employee shown on 10a XXXXXXXXXXXXXXXXXXXX	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11	XXXXXXXXXX	XX
12 Health and hospital	12	XXXXXXXXXX	XX
13 Transportation	13	XXXXXXXXXX	XX
14 Public safety	14	XXXXXXXXXX	XX
15 Environment (including sewage bonds)	15	XXXXXXXXXX	XX
16 Housing	16	XXXXXXXXXX	XX
17 Utilities	17	XXXXXXXXXX	XX
18 Other. Describe ► XXX	18	XXXXXXXXXX	XX
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXXXXXX	\$ XXXXXXXXXXXX.XX	\$ XXXXXXXXXXXX.XX	XXXXXXXXXX years	XXXXXXXXXXXXXXXXXX %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	XXXXXXXXXX	XX
23 Issue price of entire issue (enter amount from line 21, column (b))	23	XXXXXXXXXX	XX
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	XXXXXXXXXX	XX
25 Proceeds used for credit enhancement	25	XXXXXXXXXX	XX
26 Proceeds allocated to reasonably required reserve or replacement fund	26	XXXXXXXXXX	XX
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	XXXXXXXXXX	XX
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	XXXXXXXXXX	XX
29 Total (add lines 24 through 28)	29	XXXXXXXXXX	XX
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	XXXXXXXXXX	XX

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	XXXXXXXXXX years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	XXXXXXXXXX years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	XXXXXXXXXX
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35** XXXXXXXXXXXX XX
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a** XXXXXXXXXXXX XX
  - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXX
  - c** Enter the name of the GIC provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37** XXXXXXXXXXXX XX
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶  and enter the following information:
  - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXX
  - c** Enter the EIN of the issuer of the master pool bond ▶ XXXXXXXXX
  - d** Enter the name of the issuer of the master pool bond ▶ XXXXXXXXXXXXXXXXXXXX
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a** If the issuer has identified a hedge, check here ▶  and enter the following information:
  - b** Name of hedge provider ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
  - c** Type of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
  - d** Term of hedge ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶  and enter the amount of reimbursement . . . . . ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
  - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name XXXXXXXXXXXXXXXXXXXXXXXXXXXX	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN XXXXXXXXXXXX
Firm's name ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Firm's EIN ▶ XXXXXXXXXX		Phone no. XXXXXXXXXXXXXXX	
Firm's address ▶ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				

# Instructions for Form 8038-G



Department of the Treasury  
Internal Revenue Service

(Rev. September 2018)

## Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

### Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](http://IRS.gov/Form8038G).

### What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

**Note.** The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a <b>separate</b> Form 8038-G for <b>each</b> issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](http://IRS.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](http://IRS.gov/PDSstreetAddresses).



**CAUTION** PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

### Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

### Definitions

**Bond.** This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

**Taxable bond.** This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

**Tax-exempt bond.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental bond.** A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or

payments for such property), or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue price.** The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions.

1. At least 75% of the available construction proceeds are to be used for

construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

**Pooled financing issue.** This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do

not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.



## Part II—Type of Issue



*Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term “lease” is used in the title of the issue.

## Part III—Description of Bonds

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write “N/A” in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write “VR” as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

## Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write “N/A” in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

**Line 28.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

## Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write “N/A” in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined

in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

## Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

**Line 38.** If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the “election document.”

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a “deliberate action” after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the

name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the

United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . .	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

**Do not** send the form to this address. Instead, see *Where To File*, earlier.



# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

# ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of SEPTEMBER 9, 2021, between **De Lage Landen Public Finance LLC**, as Lessor, and City of Lake Worth Beach, FL, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

<b>LESSEE SIGNATURE</b>	Lessee <u>City of Lake Worth Beach, FL</u>
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC055v1

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Financial Services

**TITLE:**

Resolution No. 89-2021 – authorizing the City to reimburse itself for expenditures incurred from projects included in the upcoming bond authorization.

**SUMMARY:**

Resolution No. 89-2021 authorizes the City to reimburse itself for expenditures incurred from projects included in the upcoming bond authorization. Finance staff intends to bring forth a supplemental resolution at a future meeting to set specific terms of the proposed Series 2022 Bonds.

**BACKGROUND AND JUSTIFICATION:**

The City has ongoing Capital improvement needs with respect to its utility system. This reimbursement allows the City to recapitalize itself for any incidental, or “pre-work” expenditures related to the projects provided for in the borrowing authorization. It is the intent of the City to reimburse various costs and expenditures related to capital improvements in and for the City in an amount not to exceed \$60,000,000. The Financial Services team recommends consolidating electric, water and sewer revenues into a single utility pledge to effectuate this borrowing. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policies. This funding also allows the City to reimburse itself pursuant to IRS rules which stipulates that all reimbursements must take place within a 60-day window for non-taxable issuances.

**MOTION:**

Move to approve/disapprove Resolution 89-2021 authorizing the City to reimburse itself for expenditures incurred from projects included in the upcoming bond authorization.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 89-2021

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	60,000,000	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	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, SUPPLEMENTING RESOLUTION NO. 45-2020 OF THE CITY; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$113,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF LAKE WORTH BEACH, FLORIDA CONSOLIDATED UTILITY REVENUE BONDS, SERIES 2020, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE CITY'S CONSOLIDATED UTILITY SYSTEM; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING AUTHORIZING A NEGOTIATED SALE OF SAID BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO UPON COMPLIANCE WITH CERTAIN PARAMETERS; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE PURCHASE OF BOND INSURANCE AND A RESERVE ACCOUNT INSURANCE POLICY AND THE EXECUTION AND DELIVERY OF AN INSURANCE AGREEMENT OR AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CUSTODY AGREEMENT AND AN ESCROW DEPOSIT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida (the "City") will incur various costs and expenditures relating to capital improvements in and for the City; and

WHEREAS, the City has determined it is in its best interest to reimburse a portion of such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

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

Section 1. It is the intent of the City to reimburse various costs and expenditures relating to capital improvements in and for the City. The City reasonably anticipates that it will pay for such costs and expenditures from legally available revenues of the City. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed \$60,000,000 in aggregate principal amount. It is currently the intention of the City to principally secure

such tax-exempt debt by a pledge of utility system revenues of the City. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis.

Section 2. The City shall comply with all applicable law in regard to the public availability of records of official acts (i.e., adoption of this resolution) by public entities such as the City including making this resolution available to public inspection.

Section 3. It is the intent of this resolution to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

Section 4. This resolution shall become effective immediately upon passage.

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

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the 7<sup>th</sup> day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF SPECIAL MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Financial Services

**TITLE:**

Resolution No. 90-2021 - Establishment of Financial Policies and Procedures for the City of Lake Worth Beach

**SUMMARY:**

Resolution 90-2021 provides Financial Policies and Procedures for appropriate levels of governance relative to the City's Fund Balance Reserves, Debt Management, and interfund offsets such as Franchise Fees, indirect cost allocations and direct cost allocations.

**BACKGROUND AND JUSTIFICATION:**

The purpose of establishing a financial policies and procedures is to promote short and long-term fiscal stability through economic cycles and emergencies, as well as to provide the resources necessary to allow for continuous operation without resorting to external sources of liquidity.

Financial policies and procedures are critical to efficient and effective management of public funds for the City of Lake Worth Beach.

These policies include:

- Fund balance reserves for the general fund, governmental funds and internal service funds,
- City-Wide debt management policies,
- Enterprise Fund financial policies,
- Inter-fund Transfers

**MOTION:**

Move to approve/disapprove Resolution 90-2021 - Financial Policies and Procedures that provide appropriate levels of governance to the City.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A

Resolution 90-2021

Comprehensive Financial Policies and Procedures – Draft 2



RESOLUTION NO. 90-2021, A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, ESTABLISHING FINANCIAL POLICIES AND PROCEDURES FOR THE CITY OF LAKE WORTH BEACH IN ACCORDANCE WITH FINANCIAL BEST PRACTICES AS ESTABLISHED BY THE GOVERNMENT FINANCE OFFICERS ASSOCIATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, according to the Government Finance Officers Association (GFOA), formal financial policies usually outlive their creators, and, thus, promote stability and continuity, and

WHEREAS, financial policies define a shared understanding of how the organization will develop its financial practices and manage its resources to provide the best value to the community; and

WHEREAS, financial policies define limits on the actions staff may take; and

WHEREAS, financial policies support good bond ratings and thereby reduce the cost of borrowing; and

WHEREAS, financial policies promote long-term and strategic thinking; and

WHEREAS, financial policies are a key component of governance accountability which works to identify important risks to financial condition; and

WHEREAS, staff has prepared a City of Lake Worth Beach Financial Policies and Procedures document that outlines procedures, safeguards, and internal controls for public fund management; and,

WHEREAS, the adoption of the Financial Policies and Procedures serves a valid public purpose and is in the best interests of the City.

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

Section 1. The City of Lake Worth Beach is committed to prudent fiscal management in accordance with GFOA Best Practices and desires to provide sound principles to guide important decisions of the Commission.

Section 2. The City Commission adopts the Financial Policies and Procedures attached hereto and incorporated herein.

Section 3. Any prior resolution of the City of Lake Worth Beach in conflict with the provision contained in this resolution are hereby repealed.

Section 4. This resolution shall become effective immediately upon passage.

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

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the 7<sup>th</sup> day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

## **City of Lake Worth Beach, Florida**

### **Financial Policy Guidelines**

Revised as of September 12, 2021

#### **General Fund -- Fund Balance Reserve Policy**

The purpose of establishing a fund balance reserve policy is to promote short and long-term fiscal stability through economic cycles and emergencies, such as storm-related events, as well as to provide the resources necessary to allow for continuous operation without resorting to external sources of liquidity. The City of Lake Worth Beach (“City”) fund balance reserve policy has four key components: 1) Rainy Day Reserve, 2) Budget Stabilization Reserve, 3) Capital Reserve, and 4) Unassigned Fund Balance. These components and their funding requirements are further delineated below.

#### **Total Fund Balance Reserve**

The total amount of the fund balance reserve shall equal a minimum of 25% of General Fund Expenditures for the most recently concluded Fiscal Year. The amount of the reserve shall be calculated annually as of September 30 and compliance with this overall Fund Balance Reserve Policy, including its key components, shall be reported to the City Commission upon completion of the prior year audit.

#### **Key Component #1 -- Rainy Day Reserve**

The City’s Rainy-Day Reserve is the most critical component of the Fund Balance Reserve Policy and is designed to be a permanent safeguard to respond to severe budget dislocations caused by external factors. The amount of the Rainy-Day Reserve shall be equal to 10% of General Fund Expenditures for the most recently concluded Fiscal Year. The Rainy-Day Reserve will be categorized as part of Assigned Fund Balance in the General Fund.

Use of the Rainy-Day Reserve to balance the City’s budget or to provide for emergency spending is prohibited unless a supermajority (majority plus one) of sitting City Commissioners votes to approve the use of Rainy-Day Reserve funds upon the recommendation of the City Manager and Finance Director. Any proposed use of the Rainy-Day Reserve shall be accompanied by a fiscal recovery plan that outlines how the Rainy-Day Reserve will be restored to the required amount within the ensuing three fiscal years following the fiscal year in which usage is approved.

#### **Key Component #2 – Budget Stabilization Reserve**

The City shall maintain a Budget Stabilization Reserve (“BSR”) that is intended to be the “first line of defense” in a difficult budget year. The BSR represents accumulated resources that are available, over and above the Rainy-Day Reserve, to help balance a budget or address an immediate need. However, the BSR is not meant to be a recurring source of funding for the operating budget and balances utilized should be replenished as quickly as possible.

The BSR shall be maintained in amount equal to 3%-5% of prior year General Fund Expenditures. Beginning in Fiscal Year 2022, based on Fiscal Year 2021 ending unassigned fund balance, the BSR will be initially funded to 3% of General Fund Expenditures by shifting the required amount from unassigned fund balance to Assigned fund balance and labeling such amount as “Assigned for Budget Stabilization Reserve” in the audited financial statements of the City.

It is the policy of the City to deposit 50% of any future fiscal year operating surplus into the BSR until it reaches a maximum of 5% of General Fund Expenditures. If the BSR reaches the 5% level, the portion of operating surplus normally allocated to the BSR will be allowed to fall to Unassigned Fund Balance and may be appropriated by the City Commission for any one-time expenditure as long as the Total Fund Balance Reserve level of 25% of General Fund Expenditures has been met.

Use of the balances in the BSR may be approved by simple majority vote of the City Commission.

### **Key Component #3 – Capital Reserve**

The City recognizes that continued, periodic reinvestment and maintenance of capital infrastructure is critical to maintaining the quality of life for residents and businesses and minimizing the additional costs associated with deferred maintenance. Furthermore, the City recognizes that funding capital maintenance and improvements should have an annual, ongoing funding mechanism in addition to the use of one-time monies and prudent use of long-term borrowing.

As such, the City shall maintain a Capital Reserve (“CR”). The City’s target balance for the CR will be an amount equal to 8% of prior year General Fund Expenditures. Beginning in Fiscal Year 2022, based on Fiscal Year 2021 ending unassigned fund balance, the CR will be initially funded to 5% of General Fund Expenditures by shifting the required amount from unassigned fund balance to Assigned fund balance and labeling such amount as “Assigned for Capital Reserve” in the audited financial statements of the City.

It is the policy of the City to deposit 50% of any future fiscal year operating surplus into the CR until it reaches a maximum of 8% of General Fund Expenditures. If the CR reaches the 8% level, the portion of operating surplus normally allocated to the CR will be allowed to fall to Unassigned Fund Balance and may be appropriated by the City Commission for any one-time expenditure as long as the Total Fund Balance Reserve level of 25% of General Fund Expenditures has been met.

Use of the balances in the CR may be approved by simple majority vote of the City Commission.

In addition, recognizing that the CR may be utilized more frequently than the BSR given its purpose to fund ongoing capital spending, the City may identify additional recurring or one-time revenues to dedicate to the CR to maintain a balance close to the 8% target balance over time.

### **Key Component #4 – Unassigned Fund Balance Reserve**

Unassigned fund balance represents the accumulation of resources over and above the amounts required to be reserved in Key Components #1 through #3. In order to maintain a strong financial posture, the City shall budget in such a manner that recurring revenues match recurring expenditures, without regular reliance on the use of Unassigned fund balance to balance the operating budget.

The target for Unassigned Fund Balance is defined as the amount necessary to make the Total Fund Balance Reserve equal to a minimum of 25% of prior year General Fund Expenditures, taking into account balances on hand at September 30 of each year in the Rainy-Day Reserve, the Budget Stabilization Reserve, and the Capital Reserve. There is no prohibition on carrying Unassigned fund balance in an amount that would cause the Total Fund Balance Reserve to exceed the 25% policy floor.

Use of Unassigned fund balance should be reserved, whenever possible, to one-time expenses, not recurring operating costs.

Use of Unassigned fund balance may be approved by simple majority vote of the City Commission.

## **Fund Balance Policy- Other Governmental and Internal Service Fund Policy**

The City's governmental and internal service funds shall maintain fund balance policies in line with general fund criteria.

## **Debt Management Policy**

### **Tax Supported Debt-to-Assessed Value Guideline**

Florida law and the City Charter permit the City to have outstanding debt of up to 25% of the taxable assessed value of property. The City expressly identifies this authority as overly permissive in that if the City were to borrow to this level, it would not be able to afford the debt service payments.

Therefore, the City adopts a more restrictive guideline of 5% of taxable assessed value of property for tax-supported debt. Tax-Supported Debt includes voted general obligation debt, non-ad valorem debt, and capital leases paid from General Fund or other tax-supported funds. Debt of the City's enterprise funds is excluded from the 4% limitation to the extent such enterprise funds are fully self-supporting.

### **Tax Supported Debt Service-to-Expenditures Guideline**

Debt-to-Assessed Value measures the City's practical borrowing capacity. The City desires to measure the affordability of the long-term debt it issues and therefore adopts a Debt Service-to-Expenditure Guideline of 12% of selected General Government Expenditures, as defined herein. Revenues to support Tax Supported debt service may be accounted for in the General Fund or in other major or non-major Governmental Funds within the City's audit and accounting system. Therefore, when calculating the Debt Service to Expenditures policy, the City shall use as the denominator of the ratio expenditures in the following funds so long as debt remains outstanding in support of these funds: General Fund, Beach Fund, Discretionary Sales Tax, and, Government Obligation Bond 2018 (note: this fund accounts for revenues used to pay the City's referendum approved 2018 and 2019 General Obligation Road Bonds).

### **Pension Funding Bond Policy**

The City should evaluate the issuance of Pension Obligation Bonds, POB, when market conditions are conducive and provide an appropriate Net Present Value, NPV, cost savings. The evaluation shall include a Pension Plan analysis prepared by an actuarial firm having requisite experience. Additionally, the evaluation shall include a POB analysis prepared by a Financial Advisor having requisite experience, while also being a fiduciary of the City. The evaluation shall identify potential risks, and provide fiscal impacts relative to those risks.

## **Enterprise Fund Financial Policies**

### **Rate Study**

The City shall complete a multi-year rate study at least bi-annually and report the results to the City Commission. The rate study will provide at least a 5-year projection of recommended revenue levels to support projected operating, maintenance, capital, and debt service expenses. Recommended adjustments to user rates and charges will also be identified in the rate study.

### **Cash / Working Capital Reserves**

It is the intent of the Utility Enterprise Fund to have adequate cash reserves to provide for 180 days of operating expenses as measured at the end of a fiscal year. Current unrestricted cash and cash equivalent balances plus current investments will be at a target of at least 180 days of operations and maintenance expenses net of depreciation. Unrestricted cash & investments shall include available balances in the: 1) Revenue Fund; 2) Operating & Maintenance Reserve; 3) Renewal & Replacement Reserve; 4) Utility Reserve Fund, and 5) Insurance Reserves. If the current unrestricted cash and investments balance fall below the target level, the utility system will have 24 months to bring the balance back in line with the target level.

### **Debt Service Coverage**

It is the intent of the City to maintain net revenues available for debt service of at least 1.50 times the annual debt service requirement of long-term Utility Enterprise Debt Service on all debt (i.e. senior and subordinate). Net Revenues shall be defined in the Master Resolution as operating revenues plus non-operating revenues allowable per the Master Resolution less operating expenses, net of depreciation.

### **Inter-Fund Transfers**

The annual transfer from the Utility Enterprise Funds to the general fund (known as the “Franchise Fee”) shall equal 8% of Operating Revenues with a goal to reduce the level of the transfer relative to operating revenues over time. However, any percentage exceeding 8% must have a supermajority approval, and the amount cannot exceed 10% based on existing bond covenants and master resolutions. All funds shall be responsible for their share of indirect and direct costs. Reimbursements shall be effectuated by means of a budgetary appropriation and shall be based on the percentage of budget, or other appropriate cost allocation basis.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Financial Services

**TITLE:**

Resolution No. 91-2021 – Fiscal Year 2022 operating budget amendment providing \$1,060,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a premium pay for essential City employees

**SUMMARY:**

Resolution No. 91-2021 amends the Fiscal Year 2022 budget and appropriates \$1,060,000 as part of the American Rescue Plan Act of 2021 (ARPA) Funds for one time premium pay for the City's Employees.

**BACKGROUND AND JUSTIFICATION:**

As part of the American Rescue Plan Act of 2021, the City will be receiving two tranches of Coronavirus State and Local Fiscal Recovery Funds. On September 10, 2021, the first of two tranches in the amount of \$9,647,944 was received. Under Section 9901 of ARPA, which amends Section 602 of the Social Security Act, an employer who continued to operate as an "essential" business during the COVID-19 emergency has the opportunity to secure premium pay for their employees. The City continued to operate during COVID-19 Emergency and would like to provide the premium pay to City's eligible employees in the amount of \$2,000 each.

**MOTION:**

Move to approve/disapprove Resolution No. 91-2021 – amending the fiscal year 2022 operating budget providing \$1,060,000 from the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds to support a one-time premium pay for essential City employees.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 91-2021  
Exhibit A





RESOLUTION NO. 91-2021, FIFTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City finds it is necessary and essential to amend the FY 2022 Annual Operating Budget as set forth in this resolution; and

WHEREAS, adoption of the FY 2022 Annual Operating Budget amendments set forth herein serves a valid public purpose.

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

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

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

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

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

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

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

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

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

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

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the 7<sup>th</sup> day of December 2021.

LAKE WORTH CITY BEACH COMMISSION

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

ATTEST:

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

Exhibit A.1

		FY 2021 Budget	FY 2022 Budget Adopted	FY 2022 Budget Amendment	FY 2022 Budget Amended
<b><u>Expenditure</u></b>					
Administration					
	Wages	-	-	1,060,000	1,060,000
	Benefits	-	-	-	-
	Subtotal	-	-	1,060,000	1,060,000
	Operating Expenditures	-	-	-	-
	Total	-	-	1,060,000	1,060,000

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Finance Department

**TITLE:**

Review of Draft Invitation to Negotiate for Lake Worth Beach Redevelopment Project

**SUMMARY:**

The attached draft of the Invitation to Negotiate for the Lake Worth Beach Redevelopment Project is presented for the City Commission's review and consideration.

**BACKGROUND AND JUSTIFICATION:**

The City Commission held a work session on November 8, 2021 to discuss the redevelopment of the Municipal Beach Complex including the Casino Building's 2nd floor event space, the existing pool facility area, and additional redevelopment of adjacent areas. The City Commission directed staff to develop an Invitation to Negotiate (ITN) incorporating the Commissioners' requests and to present a draft for their review and consideration.

This draft ITN invites proposals from qualified entities to propose a Public Private Partnership (P3) which will maximize the redevelopment potential and recreational use of the Municipal Beach Complex including the Casino Building's 2nd floor event space, the existing pool facility area, and additional adjacent areas. The City's intention is to negotiate and enter a comprehensive agreement(s) for the renovation, expansion, lease, management, maintenance, operation, and/or implementation of creative ventures at the City's Municipal Beach Complex.

If approved, this ITN will be published on December 12, 2021 in Palm Beach Post and the City's website.

**MOTION:**

Move to approve/disapprove draft Invitation to Negotiate for the Lake Worth Beach Redevelopment Project

**ATTACHMENT(S):**

DRAFT ITN for Lake Worth Beach Redevelopment Project



# **INVITATION TO NEGOTIATE**

## **LAKE WORTH BEACH REDEVELOPMENT PROJECT**

**ITN No. 22-400**



Financial Services  
Procurement Division  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
**561.586.1770**

**ITN # 22-400**

## **LAKE WORTH BEACH REDEVELOPMENT PROJECT**

The City of Lake Worth Beach, Florida, is inviting proposals from qualified entities to enter into a Public Private Partnership (P3) with the City for the redevelopment of the City's Municipal Beach Complex. This Invitation to Negotiate (ITN) invites the services of a qualified entity to propose a P3 which will maximize the redevelopment potential and recreational use of the Municipal Beach Complex including the Casino Building's 2nd floor event space, the existing pool facility area, and additional adjacent areas. A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this ITN at **Exhibit "A"**.

Time is of the essence and any proposal received after **3:00 PM, February 9, 2023**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the ITN (Respondents) are responsible for insuring that their proposal is delivered to the City's Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and/or responding to the ITN are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the ITN by contacting the Financial Services office at [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) or from [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net). All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this ITN opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this ITN, or if a Respondent has obtained this ITN Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the ITN opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach  
Financial Services/Procurement Division  
7 North Dixie Highway, 2<sup>nd</sup> Floor  
Lake Worth Beach, FL 33460**

**ENVELOPE MUST BE IDENTIFIED AS ITN # 22-400 Casino Building and Pool Redevelopment Project**

PUBLISHED: December 12, 2021 Palm Beach Post and City's Website

## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE AND OVERVIEW

The City of Lake Worth Beach, Florida, is inviting proposals from qualified entities to enter into a Public Private Partnership (P3) with the City for the redevelopment of the City's Municipal Beach Complex. This Invitation to Negotiate (ITN) solicits the services of a qualified entity to propose a P3 which will maximize the redevelopment potential and recreational use of the Municipal Beach Complex including the Casino Building's 2nd floor event space, the existing pool facility area, and additional adjacent areas. A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this ITN at **Exhibit "A"**. The City's intention is to negotiate and enter a comprehensive agreement(s) for the renovation, expansion, lease, management, maintenance, operation, and/or implementation of creative ventures at the City's Municipal Beach Complex.

### 2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, February 9, 2022**, whether by mail or otherwise may be rejected. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for receipt of a proposal. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting the Procurement Division at (561)586-1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile, or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this ITN are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this ITN constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this ITN. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

### 3. CHANGES AND INTERPRETATIONS

Changes to this ITN will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this ITN should be submitted in the bidding system at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or in writing via e-mail to [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov), and must be received by the date set forth below for

questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this ITN or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

#### **4. PROPERTY OF THE CITY**

All materials submitted in response to this ITN shall become the property of the City. The City has the right to use any or all ideas presented in any response to this ITN, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

#### **5. ITN TIMETABLE**

The anticipated schedule for this ITN is as follows:

- |  |                            |
|--|----------------------------|
| • Questions from Potential Respondents Due | January 10, 2022 - 4:00 PM |
| • Proposal Due Date and Time               | February 9, 2022 - 3:00 PM |
| • Proposal Evaluation                      | March 2022                 |
| • Negotiations                             | April/May/June, 2022       |

The City reserves the right to amend the anticipated schedule as it deems necessary.

#### **6. CONE OF SILENCE**

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this ITN. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process. The cone of silence does not apply to authorized negotiations between a Respondent and the City's negotiation team under this ITN.

#### **7 ETHICS REQUIREMENT**

This ITN is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

**Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this ITN. Therefore, all Respondents**



**shall complete the City's Campaign Contribution Statement attached to this ITN as Exhibit "B". Failure to complete will result in rejection of the Respondent's proposal.**

## **8. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this ITN. Any reliance on the contents of this ITN, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This ITN is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this ITN either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this ITN. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this ITN. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this ITN or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this ITN, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this ITN who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this ITN is at the sole risk and responsibility of the party submitting such proposal

## **9. RESULTING CONTRACT**

The terms and conditions of the resulting contract will be negotiated with the successful Respondent(s). If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is considered to be in the best interests of the City.

The awarded contract(s) which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract(s) is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

## 10. LEGAL REQUIREMENTS

This ITN is being issued consistent with the requirements of section 287.05712, Florida Statutes, regarding public-private partnerships. While replies received in response to this ITN may not necessarily be a “qualifying project” as defined under said statute, it is anticipated that one or more replies may offer the building, upgrading, operating, and/or financing of facilities. Prior to awarding or executing a contract for a “qualifying project”, the City Commission will need to make the determinations required by section 287.05712, Florida Statutes, in order to enter a comprehensive agreement with the selected Respondent.

All Respondents are advised that under the existing City Charter, the City may not sell, hypothecate, convey or lease (except a lease of less than 30 years) the City Municipal Beach Complex including the Casino Building and Pool Facility without an approved voter referendum. All Respondents are encouraged to review this Charter provision and all Charter and Code provisions regarding the City’s beach complex.

For components of any proposed venture which will involve construction, the City will require a payment and performance bond consistent with section 255.05, Florida Statutes.

**The City’s 2013 renovation of the Municipal Beach Complex was due in part to a grant from Palm Beach County. To ensure grant requirements are not negatively impacted by any proposed venture, the City reserves the right to coordinate with Palm Beach County prior to the award of any resulting contract on the proposed venture and consistent with section 287.05712, Florida Statutes.**

## 11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this ITN, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein (or such additional insurance requirements as the City may determine depending on the proposed redevelopment project). 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 selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. General: The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence **[if appropriate]**.
- B. Commercial: The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent 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 and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.

- C. Worker's Compensation: The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. Automobile Liability: The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect 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 Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

## **12. EVALUATION AND AWARD**

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this ITN. The selected Respondent(s) will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, Respondent's response to this ITN shall substantially conform in all material respects to the requirements and criteria set forth in this ITN. This includes such aspects as following ITN instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible Respondent shall have the capability in all respects to fully perform all aspects of the Respondent's proposal and the requirements identified in this ITN. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance. The term "responsibility" is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into

consideration the Respondent’s past performance on any contract involving similar work and/or services; the Respondent’s skill and business judgment; the Respondent’s experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent’s, its proposed personnel’s and subcontractor’s ability to perform the solicited work and/or services.

At its sole option, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. The City may also ask the Respondents to engage in pre-selection negotiations and/or submit revised and/or final replies in response to this ITN. These options are all at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the ITN terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

**Evaluation Criteria and Scoring:**

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.**

EVALUATION CRITERIA	Points Awarded
<p><b>LEADERSHIP (Tab 1)</b></p> <ul style="list-style-type: none"> <li>• Letter of Transmittal</li> <li>• Leadership Response</li> <li>• Relevant experience, accomplishments, and capabilities</li> <li>• Clear understanding of ITN and available options</li> </ul>	0 – 5 points
<p><b>EXPERIENCE OF THE FIRM (Tab 2)</b></p> <ul style="list-style-type: none"> <li>• Qualification of Staff (up to 5 points)</li> <li>• Relevant experience, capabilities and proven success with similar projects and development, and private public partnerships and teaming (up to 5 points)</li> </ul>	0 - 10 points
<p><b>APPROACH (Tab 3)</b></p> <ul style="list-style-type: none"> <li>• Project Development Approach (up to 5 points)</li> <li>• Opportunities and challenges of project clearly defined and solutions provided (up to 5 points)</li> <li>• All City’s development regulations have been met (up to 5 points)</li> </ul>	0 - 15 points
<p><b>DEVELOPMENT PLAN (Tab 4)</b></p> <ul style="list-style-type: none"> <li>• Development Strategy and Conceptual Plans for the Project option(s) selected (up to 15 points)</li> </ul>	0 – 45 points

<ul style="list-style-type: none"> <li>• Lease proposal (up to 5 points)</li> <li>• Development budget and schedule (up to 15 points)</li> <li>• Public/private responsibility matrix (up to 5 points)</li> <li>• Green initiatives in proposal (up to 5 points)</li> </ul>	
<b>FINANCIAL CAPABILITY AND FEASIBILITY (Tab 5)</b> <ul style="list-style-type: none"> <li>• Feasibility of financing plans and schedules (up to 10 points)</li> <li>• Operating pro-forma (up to 5 points)</li> <li>• Business Plan (up to 5 points)</li> </ul>	0 – 20 points
<b>DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC &amp; ADDITIONAL INFORMATION</b> <ul style="list-style-type: none"> <li>• Instances of a default under a similar project or contract; instances of litigation related to a similar project or contract; instances of on any debarment by a local, state or federal governmental entity (up to 3 points)</li> <li>• Unique resources, capabilities or assets which the respondent would bring to the Project (up to 2 points)</li> </ul>	0 – 5 points

**Total: 100 Points**

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

### 13. PROPOSAL FORMAT

Each Respondent shall submit **one (1) original, six (6) copies, and one (1) electronic copy on USB drive of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

### COVER PAGE

Clearly indicate Respondent's name address, telephone number, name of contact person, date, and proposal name.

### TABLE OF CONTENTS

#### **Tab 1 – Leadership (Maximum 5 Points)**

Letter of Transmittal and Leadership Response (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- Entity name, address, telephone, website, email, and fax number (also on **Exhibit “C”**)
- Ownership/organization structure
- Parent company, if applicable
- Names of officers and principals
- The legal status and years of continuous operation
- In-house capabilities and services
- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected, including a summary of relevant experience, accomplishments, and capabilities.
- Respondent's understanding of the Project and proposed Project option(s).
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm. The firm will need to name the representative authorized to negotiate with the City.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law.

#### **Tab 2 – Experience of the Firm (Maximum 10 Points)**

Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to redevelop the Municipal Beach Complex as proposed in a specific timeframe, including information regarding dedicated staff, and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed one-page per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.

- Professional certifications, licenses and affiliations.

#### Project Experience

Respondents shall provide a minimum of three (3) similar projects on the form provided (**Exhibit “D”**) and include whether the project was completed on time and within budget. The project description should include the size, location, start and completion date (or projected start/completion date), construction cost, role played, and financial interest. Provide relevant photos.

Respondents shall provide a minimum of three (3) references on the forms provided (**Exhibit “E”**) demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

#### Teaming (if applicable)

- Summarize the name and titles of the internal development team that will be assigned to this project, along with a brief biography.
- Summarize the key consultants that will support the development team, and a very brief listing of their relevant experience.

### **Tab 3 – Approach (Maximum 15 Points)**

#### Respondent Approach

Provide written summary of your understanding and overall approach of the redevelopment of the Municipal Beach Complex, project option(s) selected, and discuss how the project option(s) will be achieved along with the challenges faced by the development approach. (Maximum 2 pages)

### **Tab 4 – Development Plan (Maximum 45 Points)**

The Respondent must submit a Conceptual Development Plan based on the following submission requirements:

#### Development Strategy

- Key assumptions
- Key disclaimers
- Explain market, economic and technical rationale

#### Conceptual Site Plan and Building Designs

- Note scale of drawings
- Identify major uses and green initiatives
- Identify parking
- Identify public roadways
- Identify service areas
- Identify major walkways
- Conceptual building elevations (if applicable)

#### Conceptual Development Budget and Schedule

Respondents will submit a Conceptual Development Budget summarizing estimates for the following categories of costs: site development, construction, professional fees, tenant-related, financing, green initiatives, and estimated overhead costs. Respondents will also submit a

Conceptual Development Schedule summarizing the critical path of major activities required to plan, fund, construct/renovate, lease and open the project.

Proposed Lease Terms

Respondents will submit a proposal for leasing the City owned land for a term of less than thirty (30) years. Proposed business terms will be based on a sound market and industry rationale.

Public Financing Statement of Interest

If required, Respondents will submit a statement of their interest in requesting financing assistance and incentives to close financial gaps that jeopardize the projects economic viability. Said statement of interest will include a "but for" rationale and justification.

Green Initiatives

Respondents will submit information on how the Respondent's redevelopment will provide "Green Initiatives". "Green initiatives" as utilized in this section include any initiative directly or indirect used by the Respondent in its selected redevelopment option(s) which will reduce energy consumption and/or greenhouse gas emissions, utilize renewable energy sources, increase recycling opportunities and minimize waste, avoid the use of highly toxic chemicals, and such other initiatives in the Respondent's determination that provide an environmentally-conscious benefit to the City.

Public/Private Responsibility Matrix

Respondents will complete a responsibility matrix summarizing the most critical responsibilities of stakeholders that will be required in order to structure a workable public/private partnership.

Program Element	Developer	City	Other
Land			
Financing			
Design			
Construction			
Leasing			
Operations			
Parking			
Marketing			
Approvals			

**Tab 5 – Financial Capability and Feasibility (Maximum 20 Points)**

Financial Capability

Statement and Evidence of Financial Capability: A statement and evidence of financial capability, including the ability to fund all Project development costs. A "Letter of Intent" from a lender as to its interest in financing the development prior to negotiations. The City considers a reputable lender as an intuition which has, in the opinion of the City, the financial capability and experience



to commit, loan and monitor the funding of loans necessary to complete the Project. The Respondent's financial statement, with notes, and not older than one (1) year, and should indicate the resources and the necessary working capital to assure financial stability through the completion of the Project. Financial capability shall also include an examination of the business plan and operating pro-forma for the project. Respondent is required to provide a business plan and operating pro-forma that supports the development.

#### **Tab 6 – Additional Information (Maximum 5 Points)**

##### DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC.

Respondent will provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this ITN or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such and provide written statement in the document.*

##### ADDITIONAL CONSIDERATIONS

Additional Considerations: Identify any additional or unique resources, capabilities or assets which the respondent would bring to the project.

##### ALL COMPLETED FORMS

Include all completed forms listed as attachment.

##### PROOF OF LICENSES

Respondent will provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent's Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

#### **14. RESPONDENT'S REPRESENTATIONS**

By submitting a proposal, the Respondent warrants, represents, and declares that:

- A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.
- D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the ITN, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

## **15. PROTESTS**

Any actual Respondent who is aggrieved in connection with this ITN may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

## **16. EXHIBITS**

This ITN consists of the following exhibits (which are incorporated herein by reference):

- |                |   |
|----------------|---|
| A. Exhibit "A" | Detailed Description of Options                               |
| B. Exhibit "B" | City's Campaign Contribution Statement (submit with proposal) |
| C. Exhibit "C" | Respondent Information Form (must be submitted)               |
| D. Exhibit "D" | Similar Projects/Relevant Experience (submit with proposal)   |
| E. Exhibit "E" | References (submit with proposal)                             |
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal)               |
| G. Exhibit "G" | Scrutinized Companies Certification (submit with proposal)    |

## **17. COMPLIANCE**

All proposals received in accordance with this ITN shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

## **18. PUBLIC ENTITY CRIMES**

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

## **19. SCRUTINIZED COMPANIES**

Each Respondent will be required to certify (**Exhibit "G"**) that it and its intended 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 any

resulting contract at its sole option if the selected Respondent or any of its subcontractors are found to have submitted a false certification; or if the selected Respondent 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 the resulting contract.

**20. E-VERIFY**

The selected Respondent will be required to adhere to Section 448.095(2), Florida Statutes, regarding the E-Verify requirements for its employees and its subcontractors' employees. If the City terminates the resulting contract under Section 448.095(2)(c), Florida Statutes, the selected respondent may not be awarded a contract for at least 1 year after the date on which the resulting contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the resulting contract.

END OF GENERAL INFORMATION

DRAFT

## **EXHIBIT “A”**

### **Detailed Description of Options**

#### **Project Description:**

The City of Lake Worth Beach, Florida, is inviting proposals from qualified entities to enter into a Public Private Partnership (P3) with the City for the redevelopment of the City’s Municipal Beach Complex. This Invitation to Negotiate (ITN) solicits qualified entities to propose a P3 which will maximize the redevelopment potential and recreational use of the Municipal Beach Complex including the Casino Building’s 2nd floor event space and unfinished space, the existing pool facility area, and additional adjacent areas. The City’s intention is to negotiate and enter a comprehensive agreement(s) for the renovation, expansion, lease, management, maintenance, operation, and/or implementation of creative ventures at the City’s Municipal Beach Complex.

#### **Location and Opportunity**

The City of Lake Worth Beach is a coastal municipality of 7 square miles, located in Palm Beach County, Florida. The City’s northern boundary is adjacent to the City of West Palm Beach’s southern boundary and about 64 miles north of Miami. Downtown Lake Worth Beach is the artistic soul of Palm Beach County with a historic theater and a museum, live music clubs, coffee houses, art galleries, antique malls, retail stores, and many restaurants. The City’s Municipal Beach Complex is located east of the Downtown area, adjacent to the Atlantic Ocean.

#### **Property Description**

The Municipal Beach Complex is a 19 ½ acres parcel owned by the City and generally located at 10 S. Ocean Blvd., Lake Worth Beach, Florida (Parcel Control Numbers: 38434426000010010 and 38434426000010070). The Complex includes the Casino Building, Pool Facility, waterfront park, parking area, picnic area, restrooms, municipal pier, and additional adjacent areas. The Casino Building includes a first floor area currently leased to commercial tenants and a second floor area of approximately 5,000 SF of unfinished space, approximately 3,000 SF of finished event space and a kitchen. The Pool Facility encompasses 32,500 SF (including the pool building). The City built and opened the Pool Facility to the community in the early 1970’s, which the City continued to operate until its most recent closure in 2016. The Municipal Beach Complex has 713 paid public parking spaces available that are operated and enforced by the City, including 50 spaces reserved for Lake Work Beach residents with a valid parking decal. The remaining spaces are digitally metered and have a maximum allowance of 8 hours.

#### **2013 Renovated Municipal Beach Complex**

In 2013, the City renovated the Municipal Beach Complex, which officially re-opened to the public on March 1, 2013. The renovated Complex quickly became the new beach destination in South Florida. The renovated Casino Building is true to its original 1920’s architecture; and, while there is no gambling at the renovated Casino Building, the name “Casino” remains as a reminder of the history and importance of the building to the citizens of Lake Worth Beach.

The renovated Municipal Beach Complex features an oceanfront park, restrooms, and picnic facilities, which complement the William O. Lockhart Municipal Pier. Beach chairs, lounges and cabanas are available to rent at the beach.

The first floor of the Casino Building is currently leased out by various commercial tenants. The first floor includes multiple restaurants, an ice cream shop, and a t-shirt store.

A unique distinction on the second floor of the Casino Building is a 3,000 SF event space/ballroom that offers breathtaking views of the Atlantic Ocean with wrap-around terraces and provides a perfect location for weddings, special occasions, and other events. The ballroom has won Wedding Wire's Couples Choice Award four years in a row in 2017, 2018, 2019 and 2020 and was also featured in Married in Palm Beach in 2017, 2018 and 2019. Adjacent to the ballroom on the second floor is 5,000 SF of unfinished space and a nearby kitchen.

The Pool Facility was not included in the 2013 Municipal Beach Complex renovation project.

Below is an aerial photograph of the Municipal Beach Complex post-renovation.



## **Lake Worth Beach - Beach and Casino Land Development Regulations**

All development at the Municipal Beach Complex must comply with the City's land use and zoning categories. The land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, are detailed below. This information may also be found in the City of Lake Worth Beach's Code of Ordinances.

The Municipal Beach Complex encompasses approximately 19 ½ acres and includes a 20,861 SF reconstructed Casino Ballroom building as well as 7,284 SF of various other structures. The site floor area ratio (FAR) is 0.033 based on the gross leasable area limit on the site of 64,715 SF. There is approximately 40,000 to 45,000 of allowed new construction that can be leased. For the overall site at the current FAR, the total allowable area allowed on the site is 127,413 SF. Consequently, there is roughly 100,000 SF of allowable building on the site of which up to 64,715 SF is leasable.

Maximum height per the City's Comprehensive Plan is 45' and two stories. By utilizing a planned development scenario of the site, the overall height can be raised to 65'-0' and three stories (the Transfer Development Rights (TDR) option would have to be triggered to gain the additional story).

### **Future Land Use Element**

**Policy 1.1.13: Beach and Casino** - The Beach and Casino land use category designates the area of public beach and casino building area. The term "Casino" is used in name only and reflects the historic name of the buildings and site. Designation of this area signifies the expectation that the public beach will be used for public recreation and use and specified accessory uses, and the casino area will be used for a combination of permitted private commercial and public uses. The gross leasable area of all buildings shall not exceed 64,715 SF. The implementing zoning district is BAC.

**Policy 1.2.15: Locational Criteria for the Beach and Casino Designation** - The Beach and Casino land use designation is mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that public beach will be used for public recreation use and specified accessory uses and casino area for a combination of permitted private commercial and public uses. Per Table I the Beach and Casino (BAC) Future Land Use Designation allows for a maximum height of 45' and a FAR of 0.15

### **Land Development Regulations**

#### **Sec. 23.3-22 BAC—Beach and Casino**

a) Intent - The beach and casino district (BAC) is a zoning category for the Lake Worth public beach and casino area. It is intended for public use of the beach area and other beach related uses and private commercial and public uses in the casino area.

b) Principal uses permitted by right or by administrative or conditional use permit- Refer to the permitted use table at section 23.3-6 for complete list of uses.

1. In the beach area (east of the east edge of the existing seawall). Public beach and pier and accessory uses such as umbrella, beach chair, beach and water related rentals and cafes on the pier only, and special events permitted pursuant to section 21-18.

2. In the casino area (west of the east edge of the existing seawall):

- A. Pool, pool building and accessory uses.
- B. Picnic facilities, play-grounds, recreational uses and restrooms.
- C. Parking and parking structure.

- D. Ballroom, banquet and meeting rooms.
- E. Retail establishments. The sum of all retail establishments may not exceed seven thousand two hundred (7,200) SF.
- F. Restaurants (no drive thru), sandwich shops and snack bars, outdoor cafes and push carts.
- G. Special events as permitted pursuant to section 21-18.
- H. Environmental/nature centers, art shows, exhibits and other events not requiring a special event permit pursuant to section 21-18.

c) Development regulations

1. Building height:
  - A. Total building/structure height shall not exceed sixty (60) feet.
  - B. Two (2) habitable stories totaling not more than fifty (50) feet in height.
  - C. Architectural features not to exceed an additional ten (10) feet in height.
  - D. Building height shall be measured as defined in general definitions.
  - E. Parking structures shall not exceed three (3) levels or thirty-two (32) feet. The height of the highest parking surface shall not exceed the crown of the loop road closest to the seawall.
2. Setbacks:
  - A. East: Seventy-five (75) feet from the east edge of the existing seawall excluding public seating, outdoor patio and dining areas (which shall be at least forty-five (45) feet from the east edge of the existing seawall), public shelters, signage and push carts.
  - B. West: Seventy-five (75) feet from the property line.
  - C. North: Two hundred (200) feet from the property line excluding public seating, public shelters, signage, and picnic pavilions, (which shall be at least thirty-five (35) feet from the property line and which shall be subject to conditional use approval by the planning and zoning board).
  - D. South: Thirty-five (35) feet from the property line.
3. Building coverage: Fifteen (15) percent.
4. Maximum impermeable surface: Sixty-five (65) percent.
5. Floor area ratio. The maximum floor area ratio is 0.1.

d) Prohibited uses - All uses not specifically permitted.

**Project Criteria:**

Each Proposal shall include the following criteria:

- The City desires a P3 proposal based on a long-term lease agreement (less than 30 years) with the selected entity (developer).
- The developer must submit a proposal for at least one of the options identified below.
- If the developer proposes construction of additional building capacity, useable space, and/or redevelopment of the pool facility area, the proposal must adhere to the City's land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, as detailed in the ITN. Only allowable uses are permitted.
- The developer must guarantee open beach access to the public at all hours of operation.

- The developer must determine and create a plan for any additional parking needs if proposing additional building capacity or useable space at the Municipal Beach Complex.
- The City will deliver the premises in an “as in” condition for leasing. The developer is responsible for any improvements to the site.

Each Proposal shall identify which of the following options it intends to pursue as the City is inviting proposals for any, or a combination of, the following available options:

**Option #1:** Project proposal for the Casino Building’s event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

**Option #2:** Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

**Option #3:** Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

All options shall consider development of appropriate parking to accommodate offered facilities, and may include options for on-site restaurants, site adjacent affordable food options for easy public access, and landscape improvements throughout the site. Newly developed facilities shall be energy efficient and comply with the City’s desire for green initiatives including energy efficient charging stations and drinking water filtration system readily accessible to the public.

The City desires proposals which creatively propose additional options for the Municipal Beach Complex, including but not limited to, management options and options for using/developing the surrounding areas (e.g., adjacent grass and landscaped areas, driveways, and undeveloped areas of the Municipal Beach Complex).

**The City will not consider proposals for a hotel and/or theme park development option.**

*End of Detailed Description of Options*



**EXHIBIT "B"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**CITY CAMPAIGN CONTRIBUTION STATEMENT**

This ITN is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

**Sec. 2-101. - Additional and supplemental disclosures requirements.**

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
  
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

**Respondent to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[  ] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[  ] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
2. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
3. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
4. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_

**Commissioner/Mayor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[ ] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**For City Clerk's Use Only.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_, verbally disclosed the campaign contribution(s) set forth above.

**EXHIBIT "C"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**RESPONDENT INFORMATION PAGE**

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title:

\_\_\_\_\_

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Telephone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Website (if applicable):

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

This is a requirement of every Respondent

**EXHIBIT "D"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**SIMILAR PROJECTS & RELEVANT EXPERIENCE**

Please describe below at least three (3) prior or on-going ventures of the Respondent which are similar to the proposed venture for the City of Lake Worth Beach. Please provide as much additional information as possible (as attachments to this form) in order for the City to understand the venture and the Respondent relevant experience. The City may further investigate all information provided.

**#1 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of status: \_\_\_\_\_

\_\_\_\_\_

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#2 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of status: \_\_\_\_\_

\_\_\_\_\_

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#3 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Description of status: \_\_\_\_\_  
\_\_\_\_\_.

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**#4 SIMILAR VENTURE**

Name of Venture or Project: \_\_\_\_\_

General Description of Venture or Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Description of status: \_\_\_\_\_  
\_\_\_\_\_.

Reference Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone No.: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Project value: \_\_\_\_\_

Start date: \_\_\_\_\_  
(month/year)

Completion date: \_\_\_\_\_  
(month/year)

DRAFT

**EXHIBIT "E"**

**ITN # 22-400  
Casino Building and Pool Redevelopment Project**

**REFERENCES**

List below, or on an attached sheet, list references per ITN requirements. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

**REFERENCE #1**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #2**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #3**

Name of Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

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DRAFT



**EXHIBIT "F"**

**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

**EXHIBIT "G"**  
**ITN # 22-400**

**Casino Building and Pool Redevelopment Project**

**SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

RESPONDENT/CONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_ [Corporate Seal]  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_, a \_\_\_\_\_ [corporate description], 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.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

DRAFT

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** City Clerk

**TITLE:**

Retention of Audio Recordings

**SUMMARY:**

The City Clerk's office is requesting that audio recordings having met the two anniversary years' retention be disposed of.

**BACKGROUND AND JUSTIFICATION:**

The retention of documents is determined by Florida Department of State's Division of Library and Information Services. The retention periods in the general records schedules are based on federal and state laws and regulations, general administrative practices, and fiscal management principles. According to the General Records Schedule GS1-SL for State and Local Government Agencies (GS1-SL), the retention for Minutes: Official Meetings (Preliminary/Audio Recordings/Video Recordings) is 2 anniversary years after adoption of the official minutes.

At the February 3, 2009 City Commission Meeting, the Commission voted to change the retention from two years to permanent and have Pam Lopez, the City Clerk, bring a purchase request for equipment to convert the tapes to CD at a future meeting. City Clerk Lopez sent a form to the State requesting a change in retention period on March 2, 2009. The State denied the request on March 9, 2009 and no equipment was ever purchased to convert the tapes.

The City Clerk's office is in the process of reviewing decades of documents and disposing of those that have met retention. We are requesting that audio recordings, whether microfiche, cassette tape or CD, that have met the two anniversary years retention be properly disposed of. The actual minutes are kept permanently; there is no requirement to have audio or video recordings of minutes.

**MOTION:**

Move to approve/disapprove the disposal of all formats of audio recordings that have met the 2 anniversary years of retention.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
GS1-SL for audio recordings  
Denial from State

# State of Florida

## **GENERAL RECORDS SCHEDULE GS1-SL FOR STATE AND LOCAL GOVERNMENT AGENCIES**



**EFFECTIVE: August 2020**

Rule 1B-24.003(1)(a), *Florida Administrative Code*

Florida Department of State  
Division of Library and Information Services  
Tallahassee, Florida

850.245.6750

[recmgt@dos.myflorida.com](mailto:recmgt@dos.myflorida.com)

[info.florida.gov/records-management](http://info.florida.gov/records-management)

under a different record series depending on the nature and depth of the survey/study (for instance, "FEASIBILITY STUDY RECORDS," "OPERATIONAL AND STATISTICAL REPORT RECORDS," or "PROJECT FILES" items).

**RETENTION:** 1 calendar year after completion of data collection or release of report, whichever is later.

**MAPS: ORIGINALS**

**Item #280**

This record series consists of original maps and the supporting documentation used to create those maps. The records in this series are used in planning and engineering of local infrastructure and include highway, sales, sectional, and geological survey maps. This series does not include original maps that are required by statute or ordinance to be filed with the Clerk of Court under *Florida Statutes* Section 177.111, Instructions for filing plat; Section 177.131, Recordation of the Department of Transportation official right-of-way maps and other governmental right-of-way maps; Section 177.132, Preservation of unrecorded maps; or Section 337.2735, Recording of municipal maps of reservation for transportation corridors and transportation facilities; or with the State Land Office under Section 253.031, Land office; custody of documents concerning land; moneys; plats. See also "SUBDIVISION PLANS."

**RETENTION: Permanent.**

**MEDICAL RECORDS**

**Item #212**

This record series documents routine health examinations *not* required for insurance or employment. These may include stress, blood, and physical tests. Medical records required for insurance or employment should be covered by the applicable PERSONNEL RECORDS item. See also "EXPOSURE RECORDS," "HEALTH RECORDS: BLOOD BORNE PATHOGEN/ASBESTOS/EXPOSURE," and "PERSONNEL RECORDS" items.

**RETENTION:** 5 calendar years.

**MEDICAL RECORDS: VETERAN SERVICES**

**Item #311**

This record series consists of duplicate copies of medical records and a digest of medical information maintained by an agency in order to provide benefits or services to military veterans. The series may also include related supporting documentation.

**RETENTION:** 7 fiscal years after last discharge or last entry.

**MICROGRAPHICS: QUALITY CONTROL RECORDS**

**Item #282**

This record series consists of test results and microfilm inspection records for all permanent or long-term microfilm as required by Rules 1B-26.0021(3)(f) and 1B-26.0021(3)(j), *Florida Administrative Code*. The series may also include related supporting documentation.

**RETENTION: Permanent.**

**MINORITY APPOINTMENT REPORTING RECORDS**

**Item #406**

This record series consists of minority appointment reports submitted annually by the appointing authority to the Florida Department of State pursuant to Section 760.80, *Florida Statutes*, Minority representation on boards, commissions, councils, and committees. The reports contain such information as the number of appointments made during the preceding year from each minority group, the number of nonminority appointments made, and the number of physically disabled persons appointed to boards, commissions, councils, and committees in the previous calendar year.

**RETENTION:** 4 anniversary years.

**MINUTES: OFFICIAL MEETINGS**

**Item #32**

This record series consists of the official record of official meetings, defined in Section 286.011(1), *Florida Statutes*, Public meetings and records, as "All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken..." The series may include verbatim transcripts or minutes summarizing issues addressed, actions taken, and decisions made. The series may also include agendas and background materials used as reference documentation for agenda items; these should be included when they are necessary to understand the minutes. For documentation of the logistics/planning of the meetings such as venue information or directions, travel itineraries, and reservations and confirmations, use "ADMINISTRATIVE SUPPORT RECORDS." See also "CABINET AFFAIRS FILES," "MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)," "MINUTES: OFFICIAL MEETINGS (SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS)," "MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)" and "MINUTES: OTHER MEETINGS." *These records may have archival value.*

**RETENTION: Permanent. State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.**

**MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)**

**Item #4**

This record series consists of handwritten or typed notes and/or audio and/or video recordings of official meetings as defined in Section 286.011(1), *Florida Statutes*, Public meetings and records. See also "MINUTES: OFFICIAL

MEETINGS," "MINUTES: OFFICIAL MEETINGS (SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS)" and "MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)."

**RETENTION:** 2 anniversary years after adoption of the official minutes or certification of transcript.

**MINUTES: OFFICIAL MEETINGS (SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS)** **Item #424**

This record series consists of the official record of official meetings of special districts **established by local ordinance or resolution**, of agency citizen support organizations or direct support organizations, or of agency advisory boards that do not establish policy, rules or guidelines. Official meetings are defined in Section 286.011(1), *Florida Statutes*, Public meetings and records, as "All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken..." The series may include verbatim transcripts or minutes summarizing issues addressed, actions taken and decisions made. The series may also include agendas and background materials used as reference documentation for agenda items; these should be included when they are necessary to understand the minutes. For documentation of the logistics/planning of the meetings, such as venue information or directions, travel itineraries, and reservations and confirmations, use "ADMINISTRATIVE SUPPORT RECORDS." See also "CABINET AFFAIRS FILES," "MINUTES: OFFICIAL MEETINGS," "MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)," "MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)" and "MINUTES: OTHER MEETINGS." **These records may have archival value.**

**RETENTION:** 10 anniversary years. **State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.**

**MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)** **Item #123**

This record series consists of supporting documents for minutes and agendas generated by official meetings as defined in Section 286.011(1), *Florida Statutes*, Public meetings and records. These records provide information necessary for conducting the meeting or completing the minutes but do not document actual meeting proceedings. Records may include, but are not limited to, copies of required public notices of meeting, attendance lists, roll call sheets, sign-in sheets for speakers, and agendas and background materials used as reference documentation for agenda items. See also "CABINET AFFAIRS FILES," "MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)," "MINUTES: OFFICIAL MEETINGS," "MINUTES: OFFICIAL MEETINGS (SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS)" and "MINUTES: OTHER MEETINGS."

**RETENTION:** 2 anniversary years after adoption of the official minutes or certification of transcript.

**MINUTES: OTHER MEETINGS** **Item #33**

This record series consists of minutes and all supporting documentation from meetings that are not official meetings as defined in Section 286.011(1), *Florida Statutes*, Public meetings and records. **These records may have archival value.**

**RETENTION:** 1 anniversary year after date of meeting. **State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.**

**MOSQUITO CONTROL RECORDS** **Item #425**

This record series documents treatment, inspection, testing, tracking and other activities involved in the process of mosquito control. The series may include, but is not limited to, activity reports, treatment records, global positioning satellite tracking data from inspections and/or treatments, resistance testing, mosquito counts and identification records, equipment calibration records, chemical inventory logs, and correspondence. Do NOT use this item if records fall under a more appropriate retention schedule item such as "ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER," "CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY," "CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT," "ENVIRONMENTAL REGULATION COMPLIANCE RECORDS" or other applicable item(s).

**RETENTION:** 5 fiscal years.

**MUNICIPAL COURT DOCKET RECORDS** **Item #323**

This record series consists of records docketing municipal court cases at any time until the elimination of municipal courts in 1975. Information typically includes individual's name, case number, charge, date, plea, verdict and fine. There is no additional accumulation of these records; no audit requirements; no felony cases; and no legal, fiscal, administrative or historical value.

**RETENTION:** Retain until obsolete, superseded, or administrative value is lost.

**NATIONAL FLOOD INSURANCE PROGRAM RECORDS: COMMUNITY RATING SYSTEM** **Item #355**

This series consists of records relating to the Federal Emergency Management Administration's voluntary Community Rating System (CRS) program, an incentive program allowing for discounted flood insurance rates for communities that



## FLORIDA DEPARTMENT of STATE

**CHARLIE CRIST**  
Governor

**STATE LIBRARY AND ARCHIVES OF FLORIDA**

**KURT S. BROWNING**  
Secretary of State

March 9, 2009

Ms. Pamela J. Lopez, MMC, City Clerk  
City of Lake Worth  
7 North Dixie Highway  
Lake Worth, FL 33460

Dear Ms. Lopez:

Enclosed please find a copy of your Request for Records Retention Schedule for Minutes: Official Meetings (Preliminary/Audio Recordings/Video Recordings). We are not approving your request because an appropriate minimum retention period has already been established for these records under *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #4, Minutes: Official Meetings (Preliminary/Audio Recordings/Video Recordings).

In Attorney General's Opinion AGO 75-45, reaffirmed by AGO 82-47, the Attorney General stated that:

Sound or tape recorders may be used to record all of the proceedings before a public body so long as written minutes of such meetings are promptly recorded for public inspection as required by s. 286.011, F. S., and the written minutes and tape or sound recordings are preserved in compliance with the provisions of s. 267.051, F. S.

Section 267.051, F.S. (now s. 257.36, F.S.) assigned to our agency the authority to establish schedules for disposal of public records. Our agency has determined that, since the official, permanent record of a public meeting is the minutes required by 286.011, F.S., there is no need to require long-term retention of preliminary, audio, or video records of a meeting and that 2 years is sufficient to ensure the required "prompt" recording of the permanent minutes. That is the basis for the 2 year retention for meeting audio/video recordings set forth in GS1-SL, Item #4.

**DIRECTOR'S OFFICE**

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250  
(850) 245-6600 • FAX: (850) 245-6735 • TDD: (850) 922-4085 • <http://dilis.dos.state.fl.us>

COMMUNITY DEVELOPMENT  
(850) 245-6600 • FAX: (850) 245-6643

STATE LIBRARY OF FLORIDA  
(850) 245-6600 • FAX: (850) 245-6744

STATE ARCHIVES OF FLORIDA  
(850) 245-6700 • FAX: (850) 488-4894

LEGISLATIVE LIBRARY SERVICE  
(850) 488-2812 • FAX: (850) 488-9879

RECORDS MANAGEMENT SERVICES  
(850) 245-6750 • FAX: (850) 245-6795

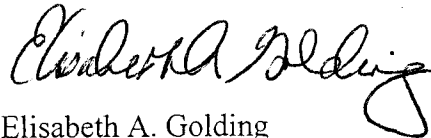
ADMINISTRATIVE CODE AND WEEKLY  
(850) 245-6270 • FAX: (850) 245-6282



It is not necessary to establish an individual retention schedule requiring a longer retention period than that set forth in the General Records Schedules unless a particular statutory or regulatory requirement imposes stricter retention requirements or differing responsibilities on a particular agency or jurisdiction. As noted in the GS1-SL, "The retention periods set forth in the general records schedules are based on federal and state laws and regulations, general administrative practices, and fiscal management principles. Please note that these are *minimum* retention periods; public agencies may retain their records longer at their discretion." In addition, by establishing a permanent retention schedule for these records for your city, we would be imposing a substantial additional financial burden on your city (for permanent storage, maintenance, and the continued migration/conversion/reformatting necessary to maintain continued access) by requiring retention of the records for longer than their actual legal, fiscal, administrative, or historical value would merit.

If you have questions about this or other records retention requirements, please feel free to contact us at any time at 850-245-6750, e-mail [recmgt@dos.state.fl.us](mailto:recmgt@dos.state.fl.us).

Sincerely,



Elisabeth A. Golding  
Archivist Supervisor II  
Collections Management and Records Analysis

enc.

# RECORDS RETENTION SCHEDULE

*This page for Department of State use only.*

SCHEDULE NO. 10

Agency No. M0402000

Agency Name: **City of Lake Worth**

## Record Series Title, Description, and Retention

If approved, this records retention schedule remains in effect until there is a change in series content or until other factors are introduced which would affect the retention period, at which time a new request for an individual records retention schedule should be submitted for approval. If a new general records schedule is later established that requires an equal or longer retention period for the same records, that general records schedule supersedes this individual records retention schedule.

Approved

Disapproved

Comments: Use:

**MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS) Item #4**

This record series consists of handwritten or typed notes and/or audio and/or video recordings of official meetings as defined in s. 286.011(1), F.S. See also "MINUTES: OFFICIAL MEETINGS" and "MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)."

**RETENTION:**

- a) Record copy. 2 anniversary years after adoption of the official minutes or certification of transcript.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

### Schedule Review

Analyst Review

*Brenda T. Lopez* 3/9/09

Archivist Review

X

Supervisor Review

*Caroline A. Pollock*

### Schedule Approval

**DISAPPROVED**

Director

Date

Division of Library and Information Services  
Florida Department of State



## OFFICE OF THE CITY CLERK

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1662 · Fax: 561-586-1750

March 2, 2009

Florida Department of State  
State Library and Archives of Florida  
Mail Station 9A  
Tallahassee, FL 32399-0250

To it May Concern:

Attached please find a Request for Records Retention Schedule from the City of Lake Worth. On February 3, 2009, the City Commission, by motion, approved changing the retention of audio recordings from two years to permanent. Along with Form LS5E105Rev., I have enclosed a certified copy of that portion of the minutes as evidence of the Commission's desire.

If you have any question, do not hesitate to contact me at the above address, or via email at [plopez@lakeworth.org](mailto:plopez@lakeworth.org).

Sincerely,

Pamela J. Lopez, MMC  
City Clerk

Enclosures:  
Form LS5E105Rev.  
Portion of Feb. 3, 2009, minutes

2009 MAR - 5 AM 11:08  
INFORMATION  
RESOURCES  
MANAGEMENT

# Request for RECORDS RETENTION SCHEDULE

Department of State Use Only  
SCHEDULE NO. \_\_\_\_\_

Agency No. \_\_\_\_\_

- New Schedule  
 Revise Existing Schd # 4

## Agency Information

### 1. Agency

Name: City of Lake Worth  
Division: City Clerk  
Bureau:

### 3. Custodian

Name: Pamela J. Lopez  
Phone: 561 586 1662

### 2. RMLO Contact Information

Name: Pamela J. Lopez  
Phone: 561 586 1662  
E-mail: plopez@lakeworth.org  
Address: 7 North Dixie Highway  
Lake Worth, FL 33460

## Record Series Information

Retention schedules are established for **record series**, regardless of media or format. A record series is a group of related public records arranged under a single filing arrangement or kept together as a unit (physically or intellectually) because they consist of the same form, relate to the same subject or function, result from the same activity, document a specific type of transaction, or have some other relationship arising from their creation, receipt, or use.

**4. Proposed Record Series Title.** Provide a brief phrase summarizing the form, function and/or subject of the records, without using agency jargon or abbreviations.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)

**5. Record Series Description.** Provide a general description of the record series, including its purpose and use. This information should enable someone not familiar with the record series to identify it and understand its contents. Please attach any related forms or other documentation.

This record series consists of handwritten or typed notes and/or audio and/or video recordings of official meetings as defined in s. 286.011(1), F.S.

**6. What is the primary purpose of this record series?**  Administrative  Legal  Fiscal

Is this record series subject to audit?  Yes  No

List any federal, state, or local statutes, laws, ordinances, rules or other legal or regulatory requirements specifically relating to this record series. Please attach copies, if available.

On February 3, 2009, the City Commission, by motion, approved changing the retention of audio recordings from 10 years to permanent.

## Agency Recommended Retention

**7. Based on your agency's knowledge of the record series and its function, what is your agency's recommended retention period?**

Record Copy: Permanent

Duplicate Copies: Retain until obsolete, superseded, or administrative value is lost

## Agency Authorization

**8. Authorized by:**

*Pamela Lopez*  
Signature

City Clerk  
Title

3/2/09  
Date

PLEASE SUBMIT TO:

Florida Department of State  
State Library and Archives of Florida

INFORMATION  
RECORDS  
SECTION  
MAR - 5 AM 11:08

I hereby certify the foregoing to be a true and correct copy  
of Item B of the 2/13/09 Commission  
minutes

ORGANIZED ACTIVITIES OR POTENTIAL INJURIOUS GAMING IN  
CERTAIN PARKS; PROVIDING FOR SEVERABILITY; PROVIDING THAT  
CONFLICTING ORDINANCES ARE REPEALED; AND PROVIDING AN  
EFFECTIVE DATE.  
In Witness whereof, I have hereunto set my hand and  
affixed the official seal of the City of Lake Worth, Florida.  
[Signature] 3/2/09  
Date City Clerk

**B. Deny a request to extend the State's Retention Schedule for audio tape/CD recordings of all public board and committee meetings**

City Clerk Lopez read into the record Florida Statute Section 119.07(1)(a) which stated, "every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records."

She said she did not understand the publics' comments about space to store CDs or audio tapes, since that was not an issue. She explained that the burden on departments to maintain their electronic records as permanent or long-term in accordance with State Laws would be insurmountable, and expecting the City to manage the compliance of State Laws with existing staff was unrealistic. Based on the speed in which technology was advancing, State Laws were not current with technological changes, creating recordings now obsolete with Live Audio, the burden which would be placed on all departments that create electronic audio records, and knowing that the City could not realistically comply with State Laws, she recommended against extending the retention of electronic records.

She explained that creating an audio recording was not a requirement, but used as a tool by board secretaries to transcribe minutes. The State's Retention Schedule classified audio recordings as "Minutes: Official Meetings (Supporting Documents)", and did not distinguish between Commission versus other official meetings. She advised that the retention would apply to all boards and committees, in addition to City Commission meetings. According to the Florida Administrative Code, the City could not store its audio recordings on audio cassettes for long-term or permanent records. She said staff would have to convert its audio cassette records to CD.

Commissioner Jennings supported purchasing digital equipment or requiring all boards to meet in City Hall because of the existing digital equipment. She said it was incumbent to have long-term retention.

Mayor Clemens suggested all boards meet at City Hall and to retain all audio records from this point forward.

Action: Motion made by Commissioner Jennings and seconded by Commissioner Mulvehill to change the retention of audio recordings from two years to permanent; requested the City Clerk assess the necessary supplies that would

need to be purchased; and to bring the purchase request back to the Commission.

Vote: Voice vote showed: AYES: Mayor Clemens; Vice Mayor Golden; and Commissioner Lowe, Jennings, and Mulvehill. NAYS: None.

**C. Discuss funding by the Community Redevelopment Agency for Community Policing**

Commissioner Jennings said she thought the City paid more for the Palm Beach Sheriff's Office (PBSO) contract in order to increase patrols and shifts. She asked about the necessity to fund community policing in the Community Redevelopment Agency (CRA) district.

Mayor Clemens advised that the only additional City expenditure for the PBSO contract was funding the City's pension liability.

Joan Oliva, CRA Director, explained that \$340,000 was included in the CRA's budget for police patrol, but it would only cost \$90,000 for one officer because the City contracted with PBSO. This item would provide support for the new Code Compliance Inspector.

Commissioner Jennings asked if there were existing deputies that could be used in the downtown corridor.

Captain Silva answered that the agreement with the City provided for a 91-sworn officer allocation. There were seven community policing officers, and this officer would be used exclusively for the CRA and under the control of the CRA. The CRA's contract with PBSO was already executed and an officer would be assigned on February 15, 2009. This officer would be in addition to the 91 officers allocated to the City. He said a community police was assigned to the Tropical Ridge neighborhood, and the officer attended their neighborhood association meetings.

Mayor Clemens clarified that PBSO's contract with the CRA would take care of what they were doing before the merger with the PBSO. He asked about the officer's salary.

Commissioner Jennings said \$90,000 was a lot of money for one officer. For that amount, people could be hired to address other concerns or fund a program.

Captain Silva answered that the salary was between \$40-60,000 plus a car and benefits for a road patrol.

Ms. Oliva answered that the balance of the \$340,000 would be used for other



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, DECEMBER 21, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Christopher McVoy

**PLEDGE OF ALLEGIANCE:** led by Commissioner Sarah Malega

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

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

- A. Presentation by Suits for Seniors (LW High School)
- B. Quarterly CRA Update by Joan Oliva, CRA Director

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

- A. Regular Meeting - November 16, 2021

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

**PUBLIC HEARINGS:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- A. Establishment of a Travel Policy for the City of Lake Worth Beach
- B. Ratification of Collective Bargaining Agreements between the City of Lake Worth and the City of Lake Worth Beach Public Employees Union ("PEU") and the Lake Worth Beach Professional Managers and Supervisors Association ("PMSA")
- C. Change Order #4 to R&D Paving for the Park of Commerce Phase 2 Project

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

**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)

DRAFT