



**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 17, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:**
- 3. PLEDGE OF ALLEGIANCE: Led by Commissioner McVoy**
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Presentation by Palm Beach County Animal Care and Control on Feral Cats Ordinance
 - B. Proclamation declaring May 15-21, 2016 as National Public Works Week
 - C. Proclamation declaring May 21-27, 2016 as National Safe Boating Week
 - D. City Recreation Advisory Board
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Ratify board members to the various City advisory boards
 - B. Contract Award for IFB 16-105 for Electric Meter Retirement Services to Vision Metering, LLC

- C. Approval of the Addendum and Lease Agreement with the Florida Department of Transportation (FDOT) for rental of state right of way along Lake and Lucerne
- D. Approval of Change Order 1 for Rosso Site Development for 6th Ave South - Dixie to Federal construction project
- E. Resolution No. 26-2016 - to authorize the submission of a grant application to the South Florida Water Management District
- F. Amendment to agreement with Pace Analytical Services to extend Laboratory Testing Services for the Water and Electric Utilities Departments
- G. Amendment to agreement with PJ's Land Clearing & Excavating, Inc. for removal and disposal of lime sludge
- H. Authorization to exceed \$25,000 purchasing limit for heavy equipment outside repair vendors for maintenance of fleet
- I. Resolution No. 27-2016 - Third amendment to the Fiscal Year 2015-2016 Budget
- J. Purchase and sale of 501 Lake Ave/Chamber Building

10. PUBLIC HEARINGS:

- A. Ordinance No. 2016-13 - Second Reading and Second Public Hearing - amend various sections and tables of the City's Land Development Regulations
- B. Ordinance No. 2016-15 - Second Reading and Second Public Hearing - amend Downtown (DT) zoning district, permitted use table and amend various sections of the City's Land Development Regulations
- C. Ordinance No. 2016-16 - Second Reading and Public Hearing - adopt Florida Building Code 2014 Edition and Administrative Amendments
- D. Ordinance No. 2016-17 - Second Reading and Public Hearing - adopt Floodplain Management Provisions to continue participation in the National Flood Insurance Program

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Ordinance No. 2016-18 First Reading for Changes to Parking Regulations.
- B. Ratification of the PMSA Contract

C. Ratification of the PEU Contract

13. LAKE WORTH ELECTRIC UTILITY:

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

B. **PUBLIC HEARING:**

C. **NEW BUSINESS:**

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. Draft agenda for June 7th.

16. ADJOURNMENT:

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

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	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

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

C. Department Fiscal Review: _____

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ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING PALM BEACH COUNTY CODE (ORDINANCE 98-22, AS AMENDED BY ORDINANCES 2001-065, 2003-27, 2005-44, 2008-004, 2009-019 and 2011-005) PERTAINING TO ANIMAL CARE AND CONTROL, AMENDING SECTION 4-2 (DEFINITIONS), AMENDING SECTION 4-4 (DOG AND CAT CONTROL); AMENDING SECTION 4-5 (ANIMALS CREATING NUISANCES); AMENDING SECTION 4-8 (KEEPING/ADOPTING STRAY ANIMALS AND MAINTAINING FERAL CATS); AMENDING SECTION 4-11 DOG AND CAT RABIES/LICENSE TAGS; AMENDING SECTION 4-12 (REDEMPTION AND ADOPTION); AMENDING SECTION 4-13 (ADOPTION FEES AND STERILIZATION REQUIREMENTS FOR DOGS AND CATS); AMENDING SECTION 4-16 (ANIMAL BITES AND QUARANTINING); DELETING SECTION 4-17 (PLACEMENT AND IMPOUNDMENT OF HONEYBEE HIVES); AMENDING SECTION 4-18 (GUARD DOGS);AMENDING SECTION 4-19 (EVICTIONS, JAIL TERMS, COMMUNITY SERVICES ADJUDICATIONS, AND OTHER INVOLUNTARY OCCURANCES; EFFECT ON ANIMALS); AMENDING SECTION 4-21 (LIVESTOCK); AMENDING SECTION 4-22 (NUMBER OF ANIMALS; ACREAGE RESTRICTIONS/EXCESS ANIMAL HABITATS); AMENDING SECTION 4-23 (KENNEL, EXCESS ANIMAL HABITAT, COMMERCIAL BREEDER, PET DEALER, PET SHOP, GROOMING PARLOR, AND COMMERCIAL STABLE PERMITS); AMENDING SECTION 4-27 (AGGRESSIVE DOGS, DANGEROUS DOGS AND VICIOUS DOGS); AMENDING SECTION 4-28 (STERILIZATION PROGRAM FOR DOGS AND CATS); AMENDNG SECTION 4-29 (HOBBY BREEDER PERMITS); AMENDING SECTION 4-30 (ANIMAL CARE AND CONTROL SPECIAL MASTER HEARINGS); AMENDING SECTION 4-32 (VIOLATIONS, CIVIL INFRACTIONS, CIVIL PENALTIES); ADDING SECTION 4-35 (COMMUNITY CATS) ADDING SECTION 4-36 (ELECTRONIC ANIMAL IDENTIFICATION DEVICE IMPLANTATION FOR ALL CATS); PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTY; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Palm Beach County to adopt ordinances to protect the health, safety, and welfare of the citizens and animals of Palm Beach County; and

Stricken text indicates deletions.
Underlined text indicates additions.

1 **WHEREAS**, pursuant to its authority, the Board of County Commissioners (the “Board”)
2 enacted Palm Beach County Animal Care and Control Ordinance 98-22, as amended
3 (“Ordinance”); and

4 **WHEREAS**, the vast majority of cats impounded at the Division of Animal Care and
5 Control (the “Division”) arrive with no identification within which to locate the owner, are never
6 reclaimed by an owner and are not adopted once released into the adoption program, which
7 results in the euthanasia of such cats; and

8 **WHEREAS**, the Board has determined that microchipping every cat will facilitate
9 reuniting lost cats with their owners or returning community cats to the field, which will reduce
10 the euthanasia of such cats and the expense to the community of holding such cats for redemption
11 or adoption; and

12 **WHEREAS**, in order to reduce the overpopulation of cats, which are euthanized every
13 year at alarming rates, the Board has determined that all cats must be spayed or neutered by four
14 months of age unless certain exemptions apply; and

15 **WHEREAS**, spaying and neutering all cats by four months of age, before they are
16 sexually mature and able to reproduce, will prevent unintended breeding and unwanted litters of
17 kittens; and

18 **WHEREAS**, the Board recognizes the need for innovation in addressing the issues
19 presented by the overpopulation of cats and, to that end, it recognizes that there are often
20 community members providing care for cats that have no apparent owner and that trapping,
21 neutering, vaccinating, microchipping, ear tipping and returning to the field healthy obviously
22 cared for cats (i.e. community cats) may be part of the solution to the unnecessary euthanasia of
23 cats; and

24 **WHEREAS**, the Board wishes to embrace the concept of trap, neuter, vaccinate, return
25 to the field (TNVR) as one strategy to address cat overpopulation; and

26 **WHEREAS**, the Board has determined that dogs must be controlled by a leash or
27 otherwise confined when off the owner’s property to protect the health, safety and welfare of the
28 community; and

29 **WHEREAS**, the Board finds that it has a responsibility to encourage best practices in the
30 sale and purchase of companion animals and that such animals should not be sold on roadsides
31 and right-of-ways; and

1 **WHEREAS**, it is necessary to amend the Ordinance to provide for consistency with state
2 law; to amend certain definitions; to delete obsolete provisions; to reduce hold times for
3 impounded animals; to provide restrictions on the redemption of animals; to remove regulations
4 pertaining to honeybee hives; to ensure that all animal establishments operate in conjunction with
5 zoning laws; to ensure that all dogs deemed aggressive, dangerous or vicious are walked on a
6 leash and muzzle pending any appeal; to ensure that aggressive dogs are not used as guard dogs;
7 to amend language pertaining to livestock; to amend provisions related to hearings before special
8 masters; to shorten the time in which the Division must hold an animal impounded when an
9 owner is involuntarily unable to care for the animal; to amend regulations pertaining to trapping
10 animals and to make other changes necessary for the efficient operation of the Division and in
11 the best interest of the citizens and animals of the county.

12 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
13 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

14

15 **SECTION 1. CHAPTER 4 (ANIMALS) OF THE PALM BEACH COUNTY CODE IS**
16 **HEREBY AMENDED AS FOLLOWS:**

17 **Sec. 4-2. Definitions.**

18 ***

19 ~~*Adult dog or cat shall mean any dog or cat that is six (6) months of age or older*~~

20 ***

21 *Commercial trapper shall mean any person or business receiving compensation for trapping*
22 *nuisance animals.*

23 *Community cat shall mean any un-owned free-roaming cat that has been sterilized,*
24 *vaccinated against rabies, ear-tipped, implanted with an EAID and returned to field and may be*
25 *cared for by one or more residents of the immediate area who is/are known or unknown.*

26 *Community cat caregiver means a person who provides food, water and/or other care for one*
27 *or more community cats but who does not own, harbor, keep or have custody, control or charge*
28 *of such cats.*

29 ***

30 *Ear-tipping means removing approximately a quarter-inch off the tip of a cat's left ear while*
31 *the cat is anesthetized for sterilization. An Ear-tip on the left ear shall be presumptive evidence*
32 *that a cat has been vaccinated against rabies, implanted with an EAID, sterilized and returned to*
33 *the field.*

34 ***

1 ~~Direct control shall mean immediate and continuous physical control of an animal~~
2 ~~(excluding herding dogs, dogs in the process of hunting, police dogs, dogs participating in a~~
3 ~~registered field trial, obedience trial, and confirmation show and/or match) at all times such as~~
4 ~~by means of a fence, leash, cord or chain of sufficient strength to restrain the animal. When an~~
5 ~~animal is specifically trained to immediately respond to oral or visual commands, direct control~~
6 ~~shall include oral or visual control if the controlling person is at all times clearly and fully within~~
7 ~~unobstructed sight and hearing of the animal, but in no case to exceed one hundred (100) feet.~~
8 ~~Oral control shall at all times prevent the animal from running at large or otherwise~~

9 ***

10 ~~Feral cat shall mean any cat that has no apparent owner or identification and is apparently~~
11 ~~wild, untamed, unsocialized, unmanageable and unable to be approached or handled.~~

12 ~~Free-roaming shall mean any cat found outdoors regardless of the cat's appearance, behavior~~
13 ~~or ownership status.~~

14 ***

15 ~~Humane society shall mean an incorporated organization that has a nonprofit status with the~~
16 ~~Internal Revenue Service for which the central purpose is to provide for the protection of animals.~~
17 ~~A humane society accepts members from the public at large and the controlling board is elected~~
18 ~~by the general membership. A humane society operates from a business facility on commercially~~
19 ~~appropriately zoned property and has advertised and set hours for public access.~~

20 ***

21 ~~Juvenile dog or cat shall mean any dog or cat that is at least two (2) months of age but~~
22 ~~younger than four (4) months of age for the purposes of rabies vaccinations/tags.~~

23 ***

24 ~~Owner shall mean any person, firm, corporation, organization, humane society, public or~~
25 ~~private nonprofit organization, harborer, or caregiver, other than a community cat caregiver, who~~
26 ~~owns, keeps, harbors, possesses, or has control or custody of an animal. If the person purporting~~
27 ~~to own an animal is a minor as defined by the Florida Statutes, the minor's parent(s) or legal~~
28 ~~guardian shall be deemed the owner of an animal for the purposes of this chapter.~~

29 ***

1 *Private animal nonprofit organization* shall mean an incorporated organization that has a
2 nonprofit status with the Internal Revenue Service for which the central purpose any person,
3 group or corporation which is registered as a nonprofit organization according to state law and is
4 sheltering, adopting, fostering, providing rescue or old age homes for dogs and/or cats or TNVR
5 for cats. "Rescue" shall include legally receiving dogs and/or cats from shelters or owners, and
6 providing medical or behavioral rehabilitation for placement into new homes. Breeding of rescue
7 dogs or cats is prohibited.

8 ***

9 *Return to field* shall mean return to the place of origin, the vicinity of the place of origin or,
10 as a last resort, to an alternative location if all reasonable options of return to the place of origin
11 have been exhausted.

12 ***

13 *Sterilization* shall mean ~~dogs and cats rendered~~ rendering an animal permanently incapable
14 of reproduction by surgical or chemical alteration, implantation of a device or other physical
15 means, or ~~permanently incapable of reproduction~~ because of physiological sterility, but only
16 where sterilization ~~the neutered or spayed condition~~ has been certified by a veterinarian licensed
17 in any state. The term sterilization is equivalent to the term spay for female animals or neuter
18 for male animals.

19 ***

20 *TNVR*, also known as trap, neuter, vaccinate, return, shall mean a program whereby a free-
21 roaming cat is humanely trapped, spayed or neutered, vaccinated against the threat of rabies and
22 returned to the field.

23 ***

24 *Unaltered* shall mean an animal that has not been sterilized ~~spayed or neutered.~~

25

26

27 **Sec. 4-4. Dog and cat control.**

28 (a) *Dogs.*

29 (1) It shall be unlawful for any dog to be off the owner's property (which property is
30 exclusive to the owner ~~and does not include common areas~~) unless the dog is under the
31 restraint or control of a person by means of a ~~chain,~~ leash or other device such as a cage,

1 ~~crate or vehicle in accordance with section 4-24, Animal care; manner of keeping. or is~~
2 ~~sufficiently near its handler to be under his direct control and is obedient to that handler's~~
3 ~~commands or is caged/crated. Dogs shall be exempted from the provisions of this~~
4 ~~subsection when:~~

- 5 i. being used by law enforcement to perform law enforcement services;
- 6 ii. performing services as a service animal, when necessary to be off leash to
7 perform such services;
- 8 iii. within a public space designated for dogs to be off-leash such as a dog park,
9 provided the handler adheres to all rules instituted for such space; or
- 10 iv. engaged in herding, hunting, registered field trials, obedience trials or an
11 American Kennel Club or other similarly recognized show or competition.

12 ~~(2) It shall be unlawful for an owner to tie, chain, tether or confine by electronic/radio~~
13 ~~device a dog on the owner's property within five (5) feet of public property, public~~
14 ~~access, easements, common grounds or the property of another without the consent of~~
15 ~~the owner of such property.~~

16 ~~(b) Cats. Unsterilized cats must be confined to the owner's property. Unsterilized cats off the~~
17 ~~owner's property must be restrained or confined humanely to prevent them from running at~~
18 ~~large and to protect them from injury and disease.~~

19 ~~(b)(c)~~ A fine schedule for violations of this section shall be established by the board by
20 resolution. As a means to encourage ~~more~~ owners to sterilize dogs/~~eats~~, the following
21 additional procedure has been implemented: When a first offense citation is issued to an
22 owner of an unsterilized dog ~~or cat~~ for violating paragraph (a) ~~and/or paragraph (b) herein,~~
23 the division is authorized to hold the citation for fifteen (15) working days, allowing time
24 for the owner to have said dog animal sterilized. If proof of sterilization is presented to the
25 division in this time period, the citation shall not be processed through the county court
26 system, thus waiving the citation fine for the owner. If the division is not presented proof of
27 sterilization within fifteen (15) working days, the citation will be processed.

28 ~~(d) Registered feral cat colonies in compliance with section 4-8, Keeping/adopting stray animals~~
29 ~~and maintaining feral cats, are exempt from this section.~~

1 (c) Any dog found off the owner's property in violation of this section may be impounded by
2 the division and held for possible redemption in accordance with section 4-12, Redemption
3 and adoption.

4 (d) Any dog or cat that has bitten, attacked or threatened to bite or attack a human being or
5 domestic animal while off the owner's property (which property is exclusive to the owner)
6 may be impounded by the division and held for possible redemption in accordance with
7 section 4-12, Redemption and adoption. Such dog or cat may be removed from the owner's
8 property and impounded unless confined in a humane manner within a secure building or
9 enclosure and unable to come into contact with any person(s).

10 * * *

11 **Sec. 4-5. - Animals creating nuisances.**

12 ***

13 ~~(d) It is declared by the board that animals which bite, attack or threaten to bite human beings~~
14 ~~constitute a public nuisance.~~

15 ~~(1) Any animal which has bitten, attacked or threatened to bite or attack a human being~~
16 ~~while off the property of the owner may be impounded by the division. Such animal~~
17 ~~may be removed from the owner's property and impounded unless the animal is under~~
18 ~~the direct control of its owner or confined in a humane manner within a secure building~~
19 ~~or enclosure unable to come into contact with any person(s).~~

20 ~~(2) Any costs incurred by the division related to any animal impoundment pursuant to this~~
21 ~~section shall be reimbursed to the division prior to release of the impounded animal.~~

22 ~~(3) The owner of any animal impounded pursuant to paragraph (d)(1) herein shall be mailed~~
23 ~~notice of said impoundment by certified mail or notified by personal service by an~~
24 ~~animal control officer before the end of the following business day of the impoundment,~~
25 ~~unless the owner has claimed the impounded animal.~~

26 ~~(4) If the address of the owner of any animal impounded pursuant to paragraph (d)(1) herein~~
27 ~~is unknown to the division, or the addressee of a certified letter mailed pursuant to~~
28 ~~paragraph (d)(3) herein fails to claim an impounded animal within five (5) days of the~~
29 ~~mailing of the certified letter, or receipt of personal service, the division shall cause~~
30 ~~notice of the animal's impoundment to be published once in a newspaper of general~~

1 ~~circulation within the county informing any concerned person of the impoundment~~
2 ~~between six (6) and fifteen (15) days of the impoundment.~~

3 ~~(5) If an animal impounded pursuant to paragraph (d)(1) herein is not claimed within fifteen~~
4 ~~(15) calendar days from the impoundment, the impounded animal may be disposed of~~
5 ~~in a manner according to law.~~

6 * * *

7 **Sec. 4-8. - Keeping/adopting stray animals and maintaining feral cats.**

8 (a) It shall be unlawful for any person in the county to harbor, feed and/or keep any stray or
9 apparently lost animal unless he/she has notified the division within twenty-four (24) hours
10 from the time such animal came into his/her possession. Upon receiving such notice, the
11 division may require the person to bring the animal to the division for identification or
12 sheltering, if necessary. ~~an animal control officer may take such animal and place it in the~~
13 ~~animal shelter.~~ It shall be unlawful for any person to refuse to surrender any such stray
14 animal to an authorized representative of the division upon demand of such representative.

15 (b) *Adopting stray found animals.* The division, at its sole discretion, may permit residents who
16 possess a stray dog or cat and who wish to provide it a permanent home, to legally adopt
17 such animal by adhering to the following procedures:

18 ***

19 ~~The requirements herein must be secured within thirty (30) calendar days after the~~
20 ~~division approves the adoption application. Extensions may be granted by the division~~
21 ~~for reasonable requests. Any deviation from these adoption requirements by the~~
22 ~~potential adopter will void the adoption. At its discretion, the division may refuse an~~
23 adoption of an animal if it is determined that the adoption is not in the best interest of
24 the animal or the health, safety and general welfare of the public. Factors to be
25 considered may include those factors set forth in section 4-12(d), Redemption and
26 adoption, of this Ordinance.

27 ~~(c) Feral cat harborer/caregiver requirements.~~

28 ~~(1) It is unlawful for any person to intentionally provide food, water, or other forms of~~
29 ~~sustenance or care to a feral cat or feral cat colony/colonies unless the person has~~

1 registered the feral cat or cat colony/colonies with the division. Registration consists of
2 the following requirements:

3 a. ~~Annually register each feral cat colony with the division. A notarized statement~~
4 ~~from the property owner and written notification to each contiguous property owner~~
5 ~~must accompany the registration form that affirms the approval of the property~~
6 ~~owner to establish and maintain a feral cat colony on the named property.~~

7 The board shall establish a fee for the registration of each colony.

8 If it is determined that a person is in violation of section (e)(1)a herein, said person
9 shall be allowed thirty (30) days from the issuance of a warning notice to come into
10 compliance. Failure to do so shall result in the issuance of a civil citation and the
11 revocation of the registration of the feral cat colony.

12 b. ~~Assure responsibility and arrangements for feeding the cat or cat colony/colonies~~
13 ~~regularly throughout the year, including weekends, holidays and vacations of the~~
14 ~~"feral cat harborer/caregiver."~~

15 c. ~~Sterilize all cats.~~

16 d. ~~Sterilize all kittens over eight (8) weeks of age and before sixteen (16) weeks of~~
17 ~~age.~~

18 e. ~~Make every attempt to remove kittens from the colony by eight (8) weeks of age~~
19 ~~for domestication and placement.~~

20 f. ~~Remove any sick or injured cat from the colony/colonies for immediate veterinary~~
21 ~~care or humane euthanasia.~~

22 g. ~~Ear crop all cats on the left ear and provide either a tattoo (as specified in section~~
23 ~~4-11, Dog and cat rabies/license tags) on the inside right ear or an electronic animal~~
24 ~~identification device (EAID).~~

25 h. ~~Vaccinate as required by law, all cats against rabies (with a three year vaccine) and~~
26 ~~any other infectious diseases as mandated by the county or state.~~

27 i. ~~Maintain proof of sterilization, vaccination, tattoo and medical records for all cats.~~
28 ~~These records must be provided to the division upon request.~~

29 ~~(2) The division has the right to seize/remove the colony because:~~

- 1 a. ~~Of public health and safety concerns (rabies, other zoonotic epidemics and certain~~
2 ~~animal to animal diseases as identified by the county public health unit or the~~
3 ~~county veterinary association/society);~~
- 4 b. ~~The cats are creating a public nuisance as defined in section 4-5, Animals creating~~
5 ~~nuisance; or~~
- 6 c. ~~The "feral cat harborer/caregiver" fails to abide by these requirements.~~

7 ***

8 **Sec. 4-11. - Dog and cat rabies/license tags.**

9 (a) ~~Adult d~~Dogs and cats.

- 10 (1) Every person who is the owner of any ~~adult~~ dog six months of age or cat four months
11 of age or older shall secure from the division or an authorized veterinarian/clinic a ~~an~~
12 ~~adult~~ dog or cat rabies/license tag. The division shall provide suitable tags for sale
13 through authorized veterinarians/clinics.
- 14 (2) No ~~adult~~ rabies/license tag for dogs or cats shall be issued or renewed until evidence of
15 vaccination for rabies by a licensed veterinarian has been presented. Upon vaccinating
16 a dog or cat against rabies, authorized veterinarians/clinics shall have available for
17 purchase by the dog or cat owner, a county rabies/license tag. The rabies/license tag
18 shall be valid for one (1) year from the date of vaccination and must be renewed
19 annually. No ~~adult~~ rabies/license tag shall be valid after the expiration of the rabies
20 vaccination, regardless of the date of issuance.
- 21 (3) Failure to secure and purchase a new license ~~adult~~ tag within thirty (30) calendar days
22 after the previous tag expires will result in a late penalty. The board is hereby authorized
23 to establish by resolution the cost for the late penalty.
- 24 (4) All ~~adult~~ dogs shall be required to wear a valid county license tag, ~~except as provided~~
25 ~~for in Laws of Florida, Chapter 69-1432, Section 1. Any person to whom a~~ The license
26 ~~tag has been issued~~ shall ~~cause the tag to~~ be securely fastened about the dog's neck by a
27 collar, harness or other substantial device so as to be clearly visible at all times. Dogs
28 housed in a secure enclosure may be exempt from wearing the required license tag while
29 kept in the enclosure, as long as the tag is securely fastened to a collar/harness and that
30 device is attached to the enclosure. Dogs participating in a registered field trial,

1 obedience trial, ~~and confirmation~~ conformation show and/or match are not required to
2 wear such tags during the time of the event.

3 (5) All ~~adult~~ cats, other than community cats, shall be required to: a. ~~W~~wear a valid
4 county license tag, ~~except as provided for in Laws of Florida, Chapter 69-1432, Section~~
5 ~~1. Any person to whom a~~ The license tag has been issued for a cat shall be ~~cause the tag~~
6 ~~to be~~ securely fastened about the cat's neck by a collar, harness or other substantial
7 device so as to be clearly visible at all times; ~~or~~ Cats, other than community cats, may
8 be exempt from wearing the required license tag while kept in a secure enclosure as
9 long as the tag is securely attached to the enclosure or while within the owner's
10 residence as long as the tag is provided to an officer upon request.

11 ~~b. Be tattooed on the inside right ear with a number that is not to exceed six (6) digits.~~
12 ~~Such number shall be tattooed at the owner's sole expense. Each number is to be at~~
13 ~~least one-quarter (1/4) inch in height and be clearly visible. Such number is to be~~
14 ~~provided by the owner on all official county vaccination and tag certificates; or~~

15 ~~e. Be implanted with an electronic animal identification device (EAID).~~

16 (6) Every person who owns an ~~adult~~ dog or cat in the county shall be required to secure a
17 dog or cat rabies/license tag pursuant to the following schedule:

18 a. On or before the date a dog is six (6) months of age or cat is four (4) ~~six (6)~~ months
19 of age;

20 b. Within thirty (30) calendar days of acquiring a dog or cat; or

21 c. Within thirty (30) calendar days after a dog or cat enters the county jurisdiction
22 covered by this article.

23 ***

24 (d) *Schedule of fees and payments.* The board is hereby authorized to establish by resolution:

25 (1) A schedule of fees for all license tags costs.

26 (2) A schedule of payments or handling fees to authorized veterinarians/clinics and
27 representatives who participate in the sale of dog and cat license tags.

28 (e) *General license tag requirements for ~~adult~~ dogs and cats.*

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Sec. 4-12. - Redemption and adoption.

(a) Cats with an identified owner and dogs. All ~~animals~~ cats with an identified owner and dogs that have been impounded shall be held for redemption by the owner for a minimum of four ~~(4) five (5)~~ business days that the division is open for public access, ~~except that cats shall be held for redemption by the owner for a minimum of three (3) calendar days if the director determines that insufficient space exists to hold such animals.~~ Notwithstanding the foregoing, whenever a cat with an identified owner or dog ~~an animal~~ is so injured or diseased as to appear to be suffering and it reasonably appears that such cat with an identified owner or dog ~~an animal~~ is imminently near death or cannot be cured or rendered fit for service and the division makes a reasonable and concerted, but unsuccessful, effort to locate the owner of the cat with an identified owner or dog ~~an animal~~ or the owner's agent, then the division, acting in good faith and upon reasonable belief, may humanely euthanize the cat with an identified owner or dog ~~an animal~~ upon the advice of a the division's veterinarian licensed to practice in the state. If the division locates the owner or the owner's agent, the division shall notify him or her of the ~~animal's~~ cat with an identified owner or dog's location and condition and such person shall either immediately redeem and provide care for the cat with an identified owner or dog ~~an animal~~ or relinquish the cat with an identified owner or dog ~~an animal~~ to the division. The division shall be required to attempt to contact the owner of any cat with an identified owner or dog ~~an animal~~ impounded wearing a tag, exhibiting a recognizable tattoo, or implanted with an electronic animal identification device (EAID). Those cats with an identified owner or dogs ~~animals~~ not claimed within four (4) five (5) business days (that the division is open for public access) by the owner shall become the property of the county and may be placed for adoption, transferred to a humane society or private animal nonprofit organization, placed in foster care or disposed of in a humane manner. Impounded cats with an identified owner or dogs ~~animals that have no tag, recognizable tattoo, EAID or other identification of ownership~~ and that are infected with a contagious disease that poses a threat to the animals or staff at the shelter or to the public may shall be immediately humanely euthanized. The provisions of this section do not apply to community cats, which are addressed in section 4-35, Community cats.

1 (b) Cats without identification. All cats without identification such as a tag, a recognizable
2 tattoo or EAID that are impounded by the division shall be immediately processed for
3 adoption, return to field, transfer to a humane society or private animal nonprofit
4 organization or placement in foster care. ~~All feral cats without identification shall be held~~
5 ~~two (2) business days (that the division is open for public access) for the owner to reclaim~~
6 ~~the cat and for re-evaluation by the division.~~ ~~All feral cats not reclaimed within said two (2)~~
7 ~~business days may be humanely euthanized.~~ Notwithstanding the foregoing, whenever such
8 cat is injured or diseased and appears to be suffering and it reasonably appears that such cat
9 cannot be expeditiously cured and returned to field, transferred to a humane society or
10 private animal nonprofit organization or placed in foster care, then the division, acting in
11 good faith and upon reasonable belief, may humanely euthanize the cat upon the advice of a
12 the division's veterinarian licensed to practice in the state. Cats impounded under this
13 subsection that are infected with a contagious disease that poses a significant threat to the
14 animals or staff at the shelter or to the public shall be immediately humanely euthanized.
15 Nothing in this section shall be construed to prohibit the Division from humanely
16 euthanizing any cat that is irremediably suffering.

17 (c) Impounded animals shall be released when the following conditions have been satisfied:

18 ***

19 (2) *Rabies vaccination and license tag.* No dog or cat shall be released from the division
20 without a current rabies vaccination and license tag unless the division's veterinarian
21 has determined that the vaccination would endanger the animal's health because of age,
22 infirmity, disability, illness or other medical considerations. Such animal must be
23 vaccinated against rabies as soon as its health permits, ~~except as provided in section 4-~~
24 ~~11(b) herein.~~ Notwithstanding the foregoing, community cats must be vaccinated
25 against rabies but are exempt from the requirement to obtain a license tag.

26 ***

27 (d) The division shall have the authority to approve or decline the ~~of final approval for~~ adoption
28 ~~or~~ and release of any animal in its custody or responsibility. At its discretion, the division
29 may refuse an adoption or the release of an animal if it is determined that the adoption or
30 release is not in the best interest of the animal or the health, safety and general welfare of
31 the public. Factors to be considered may include, but are not limited to the following:

- 1 (1) Property and/or lease restrictions.
- 2 (2) Insufficient personal identification or address verification.
- 3 (3) Previous or current reported animal offenses or citations.
- 4 (4) Failure to fulfill requirements of previous animal adoptions.
- 5 (5) Number of animals presently owned.
- 6 (6) Conditions under which animals are to be housed.
- 7 (7) Disposition/temperament of animal to be adopted.
- 8 (8) Observations and determination of field investigator.
- 9 (9) Prior convictions for animal cruelty or abuse.
- 10 (10) Prior removal of an animal for neglect or mistreatment under Section 828.073, Florida
11 Statutes.
- 12 (11) History of relinquishment of ownership of an animal(s).
- 13 (12) Outstanding fees, costs or fines owed to the division.

14 **Sec. 4-13. - Adoption fees and sterilization requirements for dogs and cats.**

- 15 (a) The division shall be responsible for sterilizing every dog and/or cat prior to release ~~for~~
16 ~~adoption or redemption~~ except for those dogs and/or cats that are a surgical risk or that are
17 transferred to a humane society or private animal nonprofit organization that has agreed to
18 have the dog/cat sterilized prior to adoption or return to field.

19 *****

20 **Sec. 4-16. - Animal bites and quarantining.**

- 21 (a) A rabies control program, including the investigation of all reported animal bites, may be
22 carried out through a mutual agreement with the health unit using the requirements of Florida
23 Department of Health Rules and Regulation, Chapter ~~64~~ 40 D-3, Florida Administrative
24 Code; ~~Laws of Florida, Chapter 69-1432~~ and this chapter as a basis for enforcement and
25 program implementation.
- 26 (b) Any dog or cat without a current rabies vaccination ~~that and which~~ has bitten, is believed to
27 have bitten or has otherwise exposed a person to rabies or is suspected of having rabies as

1 ~~defined in Florida Department of Health Rules and Regulation, Chapter 64-10 D-3, Florida~~
2 ~~Administrative Code~~, shall be quarantined for rabies observation. The owner of such dog or
3 cat shall relinquish control of the dog or cat for the purpose of quarantine. The animal shall
4 be quarantined at the owner's expense for a period of ten (10) days from the date of the bite
5 at the division or at an approved holding facility of a local veterinarian. It shall be unlawful
6 for any person to fail to surrender any such dog or cat for rabies quarantine. Additionally, it
7 shall be unlawful for any person to fail to inform the division of any such animal's
8 whereabouts if the owner has relinquished possession of said animal or caused said animal
9 to be taken from the owner's premises.

10 (c) Any dog or cat with a current rabies vaccination that and which has bitten, is believed to
11 have bitten or has otherwise exposed a person to rabies ~~as defined in Florida Department of~~
12 ~~Health Rules and Regulation, Chapter 64-10 D-3, Florida Administrative Code~~, may be
13 quarantined at home. The division and/or the county health unit shall have the authority to
14 grant or deny permission for home quarantine privilege. If at any time during the quarantine
15 period the division determines that the owner of the animal is not able to sufficiently confine
16 the animal, the owner shall relinquish control of the animal to the division. The animal will
17 be confined in the custody of the division or at an approved holding facility of a local
18 veterinarian for the remainder of the quarantine period at the owner's expense.

19 (d) Any animal other than a dog or cat which has bitten, is believed to have bitten or has
20 otherwise exposed a person to rabies or is suspected of rabies shall be relinquished into the
21 custody of the division by the owner pending a determination of final disposition by the
22 county health unit.

23 ***

24 ~~(f) It shall be unlawful for any dog to bite a human being while off the owner's property or in~~
25 ~~violation of section 4-4(a)(1) hereinabove, unless the injury or damage is sustained by a~~
26 ~~person who, at the time, was unlawfully on the property or was tormenting, abusing or~~
27 ~~assaulting the dog, its owner or a family member.~~

28 ~~(f)(g)~~ It shall be unlawful for any person to feed or fail to take appropriate precautions to prevent
29 unintentional feeding of a raccoon ~~animals which have been declared by the board to be a~~
30 ~~high risk species for rabies.~~

1 ~~(g)~~ (h) The following fees shall be imposed, in amounts set forth by resolution of the board, for
2 carrying out the rabies control program:

3 ***

4 (5) Quarantine at the division fee. Owners whose animals are quarantined at the division
5 for a rabies quarantine shall be charged a quarantine fee, which shall be paid by the
6 owner at the beginning for the quarantine period. The owner shall be responsible to pay
7 for any medical care provided during the quarantine period at the conclusion of the
8 quarantine period.

9 ~~(h)~~ (i) Except as provided in subsection (h)(5), an invoice reflecting fees imposed pursuant to
10 this section shall be sent to the owner of the animal. Payment shall be made by the owner
11 within thirty (30) days of receipt of said invoice. Failure to pay within such time shall
12 constitute a violation of this chapter, punishable as provided in section 4-30, Violations, civil
13 infractions, civil penalties.

14

15 **~~Sec. 4-17. -- Placement and impoundment of honeybee hives.~~**

16 ~~(a) Placement of honeybee hives shall be in accordance with local zoning regulations.~~

17 ~~(b) It shall be unlawful for any person to place or maintain honeybee hives within ten (10) feet~~
18 ~~of the boundary line of the lot on which said hives are located.~~

19 ~~(c) It shall be unlawful for any owner or keeper of honeybee hives to fail to provide, at all times,~~
20 ~~an adequate water supply within twenty (20) feet of any hive.~~

21 ~~(d) Every honeybee owner or keeper shall cause to be placed at every hive, apiary or yard~~
22 ~~location, an identification sign specifying the bee owner's name, address and telephone~~
23 ~~number.~~

24 ~~(e) It shall be unlawful for a beekeeper or owner to place his/her honeybee hives on the property~~
25 ~~of another without the property owner's consent.~~

26 ~~(f) The division may impound any beehives if either of the following exists:~~

27 ~~(1) When a beekeeper has placed his/her hives on the property of another without the~~
28 ~~property owner's consent; or~~

1 ~~(2) When the beehive's location or condition poses an imminent danger to the public's~~
2 ~~health, safety and general welfare.~~

3 ~~Any hives impounded pursuant to this section shall be held by the division for thirty (30) calendar~~
4 ~~days. The division shall send written notification to the owner's address as posted on the hive or~~
5 ~~colony. If no such address is posted, the division shall post a placard at the hive site stating that~~
6 ~~the hives have been impounded. The notice shall state that the hives will be sold at public auction~~
7 ~~if the hives are not claimed within thirty (30) calendar days.~~

8 ~~The owner may redeem the hives within thirty (30) calendar days by payment of the~~
9 ~~impoundment and redemption fees. These fees shall be established by the board by resolution.~~

10 ~~All hives impounded, if not claimed within thirty (30) calendar days, will be sold at public auction~~
11 ~~after notice of the auction is published in a newspaper of local circulation.~~

12 **Sec. 4-18. - Guard dogs.**

13 ***

14 (i) *General requirements for guard dogs.*

15 ***

16 (18) No dog that has been classified as "aggressive" or "dangerous" by the division shall be used
17 as a guard dog.

18

19 **Sec. 4-19. - Evictions, incarcerations ~~jail terms~~, community service adjudications, and**
20 **other involuntary occurrences; effect on animals.**

21 In cases of evictions, incarcerations, ~~jail terms over five (5) calendar days~~, hospitalizations,
22 death, adjudications of hardship or the like from the Florida Department of Children and Families
23 or other such community service agencies, and/or other involuntary occurrences whereby the
24 owner of the property subject to eviction proceedings, ~~the person to be jailed or the subject of~~
25 ~~adjudication, owns any~~ an animal is unavailable or unable to care for an animal and such animal
26 is impounded by ~~referred to the division, the~~ by the sheriff's office or other official agency. The
27 division shall have the authority to place the animal for adoption ~~such animals~~, transfer the animal

1 to a humane society or private animal nonprofit organization or dispose of such animals in a
2 humane manner, when the following conditions are met:

3 (1) Prior to the division's taking any action as described herein, written notice of the
4 division's intent will be provided to the owner of the animal by hand delivery or by mail
5 at the address on file with the division or at the last known address.

6 (2) The owner of the animal shall have five (5) business ~~fifteen (15) calendar~~ days from the
7 date of the division's notice to make proper arrangements for the care of the animal, be
8 it by personal claim or otherwise. If the owner does not make such arrangements for the
9 care of the animal ~~the division does not receive notification of the owner's intent~~ within
10 the aforementioned time period, the animal shall become the property of the county.
11 ~~division shall have the authority to carry out the actions as described herein.~~

12 ***

13 **Sec. 4-21. - Livestock.**

14 (a) *Livestock fences.* Every owner of livestock shall erect and/or maintain a fence to contain and
15 confine all livestock kept or maintained on his/her premises. Such fence shall be sufficiently
16 strong and substantial so as to prevent egress of livestock. Failure to so erect and/or maintain
17 the fence in reasonably good condition shall be deemed a violation of this chapter. The owner
18 of livestock shall, within twenty-four (24) hours of initial warning from the division, repair
19 or erect a fence and/or make arrangements for the placement of livestock so as to have the
20 livestock confined. If the fence is not repaired or erected, or arrangements have not been
21 made for the placement of livestock within the twenty-four-hour period, the owner may
22 receive a civil citation.

23 (b) *Livestock at large.* Any owner of livestock who unlawfully, intentionally, knowingly or
24 negligently permits the same to run at large or stray upon any street, roadway, right-of-way,
25 other public area or the private property of another without consent shall be deemed to be in
26 violation of this chapter.

27 (c) Livestock impounded at the division shall be held for redemption by the owner for three
28 business days. Livestock not claimed within three business days (that the division is open
29 for public access) by the owner shall become the property of the county and may be placed
30 for adoption, transferred to a humane society or private animal nonprofit organization,

1 placed in foster care or disposed of in a humane manner. ~~Authority to impound livestock~~
2 ~~running at large or strays.~~ It shall be the duty of the sheriff or his deputies, or any other law
3 enforcement officer of the county and/or the division to pick up, confine, hold and impound
4 any livestock found to be running at large or straying, to be disposed of as hereinafter
5 provided.

6 ~~(d) Disposition of impounded livestock.~~

7 ~~(1) Upon impounding of any livestock by the division, the division shall forthwith serve~~
8 ~~written notice upon the owner, advising such owner of the location or place where the~~
9 ~~livestock is being held and impounded, of the amount due by reason of such impounding~~
10 ~~and that unless such livestock be redeemed within three (3) days from the date thereof~~
11 ~~that the same shall be offered for sale.~~

12 ~~(2) In the event the owner of such livestock is unknown or cannot be found, service upon~~
13 ~~the owner shall be obtained by once publishing a notice in a newspaper of general~~
14 ~~circulation where the livestock is impounded (holidays excluded). Such notice shall be~~
15 ~~in substantially the following form:~~

16 ~~"To Whom it May Concern:~~

17 ~~You are hereby notified that the following described livestock (giving full and accurate~~
18 ~~description of same, including marks and brands) is now impounded at (giving location~~
19 ~~where livestock is impounded) and the amount due by reason of such impounding is~~
20 ~~_____ dollars. The above described livestock will, unless redeemed within~~
21 ~~three (3) days from date hereof, be offered for sale at public auction to the highest and~~
22 ~~best qualified bidder for cash.~~

23 ~~(DATE)~~

24 ~~of Palm Beach County, Florida."~~

25 ~~(3) Unless the impounded livestock is redeemed within three (3) days from date of notice,~~
26 ~~the division shall forthwith give notice of sale thereof which shall be held not less than~~
27 ~~five (5) days nor more than ten (10) days (excluding Sundays and holidays) and by~~
28 ~~posting a copy of such notice at the main courthouse. Such notices of sale shall be in~~
29 ~~substantially the following form:~~

30 ~~"(Name of owner, if known, otherwise, To Whom it May Concern)~~

1 ~~You are hereby notified that the Animal Care and Control Division will offer for sale~~
2 ~~and sell at public sale to the highest and best qualified bidder for cash the following~~
3 ~~described livestock (giving full and accurate description of each head of livestock) at~~
4 ~~_____ o'clock _____ M. (the hour of sale to be between 11:00 A.M.~~
5 ~~and 2:00 P.M., Eastern Time) on the _____ day of _____ at the~~
6 ~~following place _____ (which place shall be where the livestock is impounded~~
7 ~~or at the place provided by the Board for the taking up and keeping of such livestock)~~
8 ~~to satisfy a claim in the sum of _____ for fees, expenses for feeding and care~~
9 ~~and costs hereof.~~

10 ~~(DATE)~~

11 ~~of Palm Beach County, Florida."~~

12 ~~(e) *Livestock at large, fees.* The fees allowed for impounding, serving notice, care and feeding,~~
13 ~~advertising, personnel time and disposing of impounded animals shall be determined by~~
14 ~~resolution of the board. The owner of livestock is responsible for all costs incurred and~~
15 ~~payment of said costs must be made prior to the release of the impounded livestock.~~

16 ~~(f) *Bidder requirements.* Bidders are required to pre-register and pre-qualify with the division.~~
17 ~~The division has the authority of final approval for the auction and release of any animals in~~
18 ~~its custody.~~

19 ~~(g) *Failure to secure purchaser or insufficient funds to defray certain costs.* If there be no~~
20 ~~qualified bidder for such livestock at the sale aforesaid, the division shall either offer the~~
21 ~~livestock for adoption, or kill, or cause to be killed, the same and shall dispose of the carcass~~
22 ~~thereof. If there be any money received by the division on account of the disposal, the same~~
23 ~~shall be disbursed in the manner hereinafter provided; and, if there be no ready sale for the~~
24 ~~animal, the division shall forthwith offer the animal for adoption, or its carcass, to a public~~
25 ~~institution of the county, state or municipality or to a private charitable institution.~~

26 ~~(h) *Obligation of owner.* The owner of any impounded livestock shall have the right at any time~~
27 ~~before sale thereof to redeem the same by paying to the division all impounding expenses,~~
28 ~~including fees, keeping charges, advertising, personnel time and other costs incurred~~
29 ~~therewith. The owner shall not circumvent these requirements by obtaining the animal~~
30 ~~through the auction process either directly or indirectly. The owner shall be responsible for~~

1 ~~paying the difference in cost (should there be any) between the amount that is received for~~
 2 ~~the animal at the auction and that actual amount due to the county. In the event there is a~~
 3 ~~dispute as to the amount of such costs and expenses, the owner may give bond with sufficient~~
 4 ~~sureties to be approved by the division, in an amount to be determined by the division, but~~
 5 ~~not exceeding the fair cash value of such livestock, conditioned to pay such costs and~~
 6 ~~damages; thereafter, within ten (10) days, the owner shall institute suit in equity to have the~~
 7 ~~damage adjudicated by a court of equity or referred to a jury if requested by either party to~~
 8 ~~suit.~~

9 ~~(d) (i) Equine infectious anemia/Coggins.~~

10 * * *

11

12 **Sec. 4-22. - Number of animals; acreage restrictions/excess animal habitats.**

13 (a) The chart set forth below prescribes the maximum number of dogs and/or cats, other than
 14 community cats, per specified acreage restrictions:

If You Have: <u>Number of Dogs and/or Cats:</u>	Less Than 1.5 Acres	1.5 to Less Than 2.5 Acres	2.5 or More Acres
1—10 dogs and/or cats	Allowed	Allowed	Allowed
11—20 dogs and/or cats	Prohibited	Allowed	Allowed
21—30 dogs and/or cats	Prohibited	Prohibited	Allowed

15

16 Acreage determination excludes easements for roads or other areas that must allow public egress
 17 and ingress. All property must be contiguous.

18 (b) References to dogs and cats only refer to dogs and cats older than four (4) ~~eight (8)~~ months.
 19 There are no restrictions on the number of dogs and cats younger than four (4) ~~eight (8)~~
 20 months old that can be on the premises:

21 ***

22

1 **Sec. 4-23. - Kennel, excess animal habitat, commercial breeder, pet dealer, pet shop,**
2 **grooming parlor, and commercial stable permits.**

3 ***

4 (b) *Permit procedures and requirements.*

5 ***

6 (9) No permit shall be issued without written approval from the Palm Beach County Zoning
7 Division or the applicable municipal zoning office to confirm that the animal
8 establishment may legally operate at the proposed location. ~~or renewed without proof~~
9 ~~of a current business tax receipt issued by the county tax collector in accordance with~~
10 ~~Palm Beach County Ordinance No. 72-7, as amended.~~

11 ***

12 (g) *Minimum general operational standards.*

13 ***

14 (8) Animal waste excrement shall be removed by ~~spot~~ cleaning regularly throughout the
15 work day. (Commercial stables refer to requirements in subsection (k)).

16 ***

17 (17) No person shall maintain unsterilized dogs over six months of age or unsterilized cats
18 over four months of age together without first obtaining an appropriate breeding permit
19 from the division.

20 ***

21 (h) *Minimum operational standards for kennels, commercial breeders, pet dealers and excess*
22 *animal habitats (EAH).*

23 (1) *Record keeping—Kennels, commercial breeders and excess animal habitats.*

24 ***

25 g. On a monthly ~~quarterly~~ basis, commercial breeders shall provide the division
26 with the name, address, and telephone number of the new owner of any puppy or
27 kitten placed ~~in the county~~ or a notice that no animal was sold during the
28 month.

29 (2) *Animal housing requirements—Kennels and excess animal habitats.*

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b. Animals shall be confined and not allowed to run at large on the premises, except with the written approval of the owner of the animal~~when housed for training and a training contract has been signed by the owner as stated in subsection (h)(1)e. of this section.~~

c. Animals housed in kennels shall be separated ~~in individual cages~~ in the following manner:

1. Dogs from cats.
2. Unsterilized males from females.
3. Nursing mothers with their young from all others.
4. Boarding dogs from registered guard dogs.

By special request of the owner, as noted in the record, animals from the same household may be boarded together and may be allowed to interact with other animals during supervised play periods.

d. Animals having a known or suspected communicable animal-to-human or animal-to-animal disease shall be maintained ~~in individual cages~~ in an isolated location where they cannot directly or indirectly come into contact with any other animals or the public.

e. Applicable county and state health regulations must be followed when caring for any animal harboring an animal-to-human disease.

~~f. Dogs kenneled for a period longer than three (3) months shall be afforded protective measures. Kennel operators shall notify the division regarding all dogs maintained at their kennel for longer than three (3) months and shall comply with the following requirements:~~

1. Notify the division regarding all dogs maintained at their kennel for longer than three (3) months.

24. For any dog kenneled for longer than three (3) months, the kennel operator shall Aarrange for a professional behaviorist or trainer to visit

1 the dog once every three (3) months for the purpose of evaluation,
2 therapeutic or obedience training.

3 32. For any dog kenneled for longer than three (3) months, the kennel
4 operator shall have a veterinarian examine the dog examination prior
5 to the fourth month of confinement, and every ninety (90) days
6 thereafter. Dogs not maintained on a heartworm preventative program
7 shall be given an occult heartworm test and started on preventative or
8 treated for same.

9 43. Each week a minimum of fifty (50) day a minimum of sixty (60)
10 minutes of for play, interaction, grooming and/or training shall be
11 provided to each dog. This may be done by volunteers, however, dogs
12 with medical conditions prohibiting play or training sessions shall be
13 excluded from this requirement upon written certification of the medical
14 condition by a licensed veterinarian.

15 ***

16 (5) *Cleaning procedures for ~~(animal enclosures)~~ Kennels, commercial breeders, pet*
17 *dealers and excess animal habitats.*

18 * * *

19 d. All areas containing animal enclosures shall be spot cleaned as necessary to remove
20 animal excrement waste shall be cleaned throughout the day and such waste shall
21 be properly disposed of so as not to cause a nuisance .

22 * * *

23 (6) Roadside sales. It shall be unlawful to advertise, display for commercial purposes,
24 attempt to sell or sell any dog or cat on any roadside or public right-of-way.

25 ***

26

27 **Sec 4-24. Animal care; manner of keeping.**

28 ***

1 (l) Commercial trappers are prohibited from trapping domestic animals except for the purpose of
2 TNVR. Any person trapping an a domestic animal shall adhere to the following requirements
3 must:

4 (1) Use a humane trap;

5 (2) Provide protection from the direct rays of the sun and direct effect of wind, rain and
6 irrigation/sprinkler system;

7 (3) Provide fresh water in the trap;

8 (4) ~~Remove the trapped animal within twenty-four (24) hours of capture.~~ All trapped
9 dogs and cats, other than community cats addressed in subsection (5) below, shall must
10 be immediately returned to their rightful owner, or to a governmentally operated animal
11 shelter or humane society in the county. Notwithstanding the foregoing,
12 lactating/nursing cats for which no owner can be located shall be immediately released
13 at the location where the cat was trapped. For any dog or cat brought to an animal
14 shelter or humane society, the person who trapped the dog or cat shall provide the
15 address or exact location where the dog or cat was trapped; and

16 (5) All community cats that are trapped shall be immediately released at the location
17 where the cat was trapped unless trapped for the purpose of revaccination, medical care
18 or to address a public health or safety concern as determined by the division;

19 (6)(5) ~~Make every attempt to locate the offspring of any lactating/nursing mother.~~ No
20 trapped animal shall be killed in any manner other than a method approved in the
21 American Veterinary Medical Association Guidelines on Euthanasia, as may be
22 amended from time to time.;

23 (7) Trapping shall occur no earlier than two (2) hours before sunset and no later than
24 two (2) hours after sunrise, and trapped animals shall be removed from any trap within
25 that period;

26 (8) Each trap shall include the name, address and telephone number of the person
27 setting the trap on the trap in letters of no less than one quarter (1/4) inch in height; and

28 (9) Any animal trapped shall be handled and transported in a humane manner.

29 ***

30

1 **Sec. 4-27. Aggressive dogs, dangerous dogs and vicious dogs.**

2 (a) *Classification of dogs as aggressive and dangerous.*

3 ***

4 (2) A dog shall not be declared dangerous if the threat, injury or damage was sustained by a
5 person who, at the time, was unlawfully on the property or, while lawfully on the
6 property, was tormenting, abusing, or assaulting the dog or its owner or a family
7 member ~~person in the immediate household of the owner~~. No dog may be declared
8 dangerous if the dog was protecting or defending a human being within the immediate
9 vicinity of the dog from an unjustified attack or assault.

10 ***

11 (4) After its investigation, the division shall make an initial determination as to whether
12 there is sufficient cause to classify the dog as aggressive or dangerous. The division
13 shall provide written notification of sufficient cause finding, to the owner, by registered
14 mail, certified hand delivery (signed receipt) or service of process. The owner shall be
15 afforded an opportunity for a hearing before a special master prior to a final
16 determination of the classification. If the owner decides to appeal the initial
17 determination, the owner shall file a written request with the division for a hearing
18 before the special master within seven (7) calendar days from the date of receipt of the
19 notification of the sufficient cause finding and if requested, the hearing shall be held as
20 soon as possible, no sooner than five (5) calendar days and not more than twenty-one
21 (21) calendar days after receipt of the request from the owner. Said written request must
22 be accompanied by an appeal bond and any applicable fees for the care and boarding of
23 said dog (due through the fifth day following the date of the request for hearing. The
24 appeal bond and any other applicable fees shall be established by the board by
25 resolution. The appeal bond shall be remitted to the division in the form of a money
26 order, a certified check, a cashier's check, or a bank check payable to the county. The
27 division shall provide notice of the hearing to the owner by U.S. mail, electronic mail,
28 facsimile, certified mail or certified hand delivery. If the owner after seven (7) calendar
29 days from the delivery of the "notice of intent to classify/sufficient cause notice," has
30 not filed a written request for a hearing, ~~the process will proceed and~~ the dog shall be
31 classified as aggressive or dangerous.

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(6) Once a dog is classified as aggressive or dangerous, the division shall provide written notification to the owner by registered mail, certified hand delivery (signed receipt) or service of process. The owner may then file a written request for a hearing in the county court to appeal the classification within ten (10) business days after receipt of the written determination of aggressive or dangerous dog classification and must confine the dog in a securely fenced or enclosed pending resolution of the appeal. ~~—The owner may then file a petition for certiorari in the Circuit Court of the Fifteenth Judicial Circuit Court to appeal the classification within thirty (30) days after receipt of a written determination of aggressive or dangerous dog classification.~~ If the division allows the owner to maintain possession of the dog during a dangerous dog appeal, the owner must confine the dog in a securely fenced or enclosed area to prevent the dog from escaping or coming in contact with any person or domestic animal other than a person or domestic animal in the immediate household of the owner, pending a resolution of the appeal. If the division allows the owner to maintain possession of the dog during an aggressive dog appeal, the owner must confine the dog in a securely fenced or enclosed area to prevent the dog from escaping or coming in contact with any domestic animal other than a domestic animal in the immediate household of the owner, pending a resolution of the appeal. Pending resolution of an aggressive or dangerous dog appeal, the dog shall at all times wear a muzzle when it is off the owner's property and must be restrained by a substantial leash not exceeding six (6) feet in length and under the control of a competent person.

(b) *Aggressive dog mandates and responsibilities.* Within fourteen (14) days after a dog has been classified as aggressive or an aggressive dog classification is upheld on appeal, the aggressive dog shall be implanted with an approved electronic animal identification device (EAID) at the owner's sole expense and the aggressive dog shall be spayed/neutered unless a licensed veterinarian has examined the dog and certified in writing, that at such time spaying/neutering the classified dog will endanger its health because of infirmity, disability, illness or other medical consideration. However, the dog will be spayed/neutered as soon as its health permits. If there is a disagreement concerning the health status for sterilizing an aggressive dog, the division may have the animal care and control staff/contract veterinarian examine the dog to determine its eligibility for sterilization. If the disagreement cannot be

1 resolved, the division and the owner shall agree on a third veterinarian to examine the animal
2 for sterilization eligibility. The cost of the third veterinarian shall be split evenly between
3 the division and the owner. The opinion of the third veterinarian shall govern.

4 (1) *Responsibilities for owner.* An aggressive dog shall at all times wear a muzzle when it
5 is off the owner's property and must be restrained by a substantial chain or leash not
6 exceeding six (6) feet in length and under the control of a competent person. The muzzle
7 must be made in a manner that will not cause injury to the dog or interfere with its vision
8 or respiration but must prevent it from biting any person or domestic animal. Dogs that
9 have been classified as aggressive shall not be brought to a dog park or public park or
10 public beach that allows dogs.

11

12 (c) *Dangerous dog mandates and responsibilities.*

13 (1) *Mandates for owner.* Within fourteen (14) days after a dog has been classified as
14 dangerous or a dangerous dog classification is upheld by the county court on appeal,
15 [a]n owner of a dangerous dog shall comply with all of the following:

16 ***

17 (2) *Responsibilities for owner.*

18 ***

19 c. While on the owner's property, a dangerous dog must be securely confined indoors
20 or securely confined outdoors in an enclosed and locked structure, suitable to
21 prevent the entry of any person other than adult members of the immediate
22 household and constructed to prevent the dog from escaping. The structure must be
23 a minimum of eighty (80) square feet~~have minimum dimensions of four (4) feet by~~
24 ~~ten (10) feet.~~ Such structure shall have secure sides and a secure top and bottom to
25 prevent the dog from escaping over, under or through the structure. The enclosure
26 shall provide a humane existence for the dog and protection from the elements.

27 ***

28 (d) *Vicious dog.*

29 ***

1 (4) *Notice of appeal.* The owner may then file a written request for a hearing in the county
2 court to appeal the classification within ten (10) business days after receipt of the written
3 determination of vicious dog classification and must confine the dog in a securely
4 fenced or enclosed pending resolution of the appeal. Pending resolution of the appeal,
5 the dog shall at all times wear a muzzle when it is off the owner's property and must be
6 restrained by a substantial leash not exceeding six (6) feet in length and under the control
7 of a competent person. ~~If within the thirty day period after written notification of the~~
8 ~~special master's decision is received, the owner files a petition for certiorari in the~~
9 ~~Circuit Court of the Fifteenth Judicial Circuit Court, the dog must be held by the division~~
10 ~~and may not be destroyed while the appeal is pending.~~

11
12 **Sec. 4-28. - Sterilization program for dogs and cats.**

13 ***

14 (b) *Spaying, neutering of dogs and cats.*

15 (1) Every dog six (6) months of age or older and every cat four (4) months of age or older within
16 the county shall be spayed or neutered, unless proof of one of the following exemptions is
17 provided to the division: ~~No person may own, keep, or harbor a dog or cat six (6) months~~
18 ~~of age or older that has not been spayed or neutered unless such person holds an unaltered~~
19 ~~license tag for each unaltered dog or cat, unless the dog or cat is otherwise exempt under this~~
20 ~~article.~~

21 ~~(2) An owner of an unaltered dog or cat will be allowed to maintain the unaltered animal in~~
22 ~~the county if any of the following criteria is met:~~

23 a. The dog or cat is registered with a national or international club, association, or
24 registry recognized by the division, and the owner certifies in writing to the division
25 that the animal is being used, trained, or considered for use in a show(s), sporting
26 competition(s), or other similar competitive event(s) held by one (1) or more
27 national or international clubs, associations, or registries. ~~For a dog or cat that is~~
28 ~~not spayed or neutered due to current use as a show or competition dog or cat as~~
29 ~~provided herein, the license tag fee established by the board for unsterilized dogs~~
30 ~~or cats shall apply.~~

- 1 b. A veterinarian licensed in the state certifies in writing that ~~the a specific~~ dog or cat
2 is medically unfit to undergo the required spay or neuter procedure because of a
3 medical condition, including but not limited to age, that would be substantially
4 aggravated by such procedure or would likely cause the dog or cat's death. The
5 writing must state the date by which the dog or cat may be safely spayed or
6 neutered. The division may extend the time for spaying or neutering a dog or cat or
7 may exempt such dog or cat from the spay/neuter requirement based upon the
8 written medical recommendation of a licensed veterinarian. For a dog or cat that is
9 not spayed or neutered due to a health condition as provided herein, the license tag
10 fee established by the board for sterilized dogs or cats shall apply. As soon as the
11 medical condition that prevents a dog or cat from being spayed or neutered ceases
12 to exist, it shall be the duty of the owner of such dog or cat to promptly comply
13 with this section.
- 14 c. The dog is currently used by a law enforcement agency for law enforcement
15 purposes. ~~For a dog that is not spayed or neutered due to current use by a law~~
16 ~~enforcement agency for law enforcement purposes as provided herein, the license~~
17 ~~tag fee established by the board for police dogs shall apply.~~
- 18 d. The dog ~~or cat~~ is a qualified guide dog or service animal as defined in section 4-2
19 of this chapter. ~~or is part of a recognized guide/service animal breeding program~~
20 ~~approved by the division and is currently being bred or evaluated to produce~~
21 ~~guide/service animals. For a dog or cat that is not spayed or neutered due to current~~
22 ~~use as a qualified guide dog or service animal as provided herein, the license tag~~
23 ~~fee established by the board for such animals shall apply.~~
- 24 e. The owner wishes to keep the dog ~~or cat~~ unsterilized and certifies in writing to the
25 division that the dog ~~or cat~~ will not be bred or used for stud purposes unless an
26 appropriate breeder permit is first obtained from the division. ~~For a dog or cat that~~
27 ~~is not spayed or neutered but will not be used for breeding or stud purposes, the~~
28 ~~license tag fee established by the board for unsterilized animals shall apply.~~
- 29 f. The dog or cat is used for breeding purposes by a licensed hobby or commercial
30 breeder. For a dog or cat that is not spayed or neutered due to current use for

1 ~~breeding purposes by a licensed hobby or commercial breeder, the license tag fee~~
2 ~~established by the board for unsterilized dogs or cats shall apply.~~

3 ~~g. The dog or cat is being harbored by a shelter, humane society, or private animal~~
4 ~~nonprofit organization, whether public or private, whose principal purpose is~~
5 ~~securing the adoption of dogs or cats or offering sanctuary for dogs or cats, provided~~
6 ~~that the dog or cat is spayed or neutered prior to being placed for adoption.~~

7 (3) A dog or cat that meets the following criteria shall be exempt from the unaltered license
8 tag requirements provided in this section:

9 ~~a. A dog or cat temporarily harbored within this jurisdiction for less than thirty (30)~~
10 ~~days within any calendar year.~~

11 ~~b. The dog or cat is being harbored by a pound, shelter, humane society, or similar~~
12 ~~organization, whether public or private, whose principal purpose is securing the~~
13 ~~adoption of dogs or cats or offering sanctuary for dogs or cats, provided that the~~
14 ~~dog or cat is spayed or neutered prior to being placed for adoption or transferred by~~
15 ~~such organization.~~

16 ~~c. A feral cat in a feral cat colony registered with the Division in accordance with~~
17 ~~section 4-8 of this chapter and maintained in compliance with all requirements~~
18 ~~provided therein. A person who registers a feral cat colony shall not have to obtain~~
19 ~~an unaltered license tag for any cat in the colony provided such cat(s) remain feral~~
20 ~~and the colony registration is renewed annually. Every cat in a feral cat colony must~~
21 ~~be spayed/neutered as provided in section 4-8.~~

22 ~~If a person owns an unaltered dog or cat that is not specifically exempted from the~~
23 ~~requirements provided herein, such person shall obtain an unaltered license tag for~~
24 ~~the dog or cat, and if such person intends to use any such unaltered dog or cat for~~
25 ~~breeding or studing purposes, a hobby breeder permit, kennel permit, or other~~
26 ~~applicable permit issued under this chapter is required in addition to an unaltered~~
27 ~~license tag for each dog or cat.~~

28 ~~(e) Unaltered dog/cat license requirements.~~

29 ~~(1) An owner of an unaltered dog or cat six (6) months of age or older must obtain an annual~~
30 ~~unaltered license tag for the dog or cat. The division will issue an unaltered license tag~~

1 if the owner complies with the requirements set forth in this section, pays the license
2 tag fee established by the board, and signs a written statement certifying that the dog or
3 cat will not be used for breeding or stud purposes unless an appropriate permit is first
4 obtained from the division. The board is hereby authorized to establish by resolution a
5 schedule of fees for all license tags, late fees for failure to timely renew, and fines for
6 failure to comply with such requirements.

7 ~~(2) An unaltered license tag is valid for a period of twelve (12) months.~~

8 ~~(3) Every person who owns an adult unaltered dog or cat in the county shall be required to
9 secure an unaltered license tag pursuant to the following schedule:~~

10 ~~a. On or before the date the dog or cat is six (6) months of age; or~~

11 ~~b. Within thirty (30) calendar days of acquiring a dog or cat; or~~

12 ~~c. Within thirty (30) calendar days after a dog or cat enters the jurisdiction covered by
13 this chapter.~~

14 ~~(4) The address of the owner shall be presumed to be the residence of the dog or cat. All
15 changes of address must be reported to the division within thirty (30) calendar days
16 following such change.~~

17 ~~(5) Any change of ownership of any dog or cat, be it by sale, transfer or otherwise, shall be
18 reported in writing to the division by the new owner within thirty (30) calendar days
19 after ownership changes.~~

20 ~~(6) Any person who fails to pay an unaltered license tag fee when it is due shall, in addition
21 to paying any past due license fees, also pay a late penalty.~~

22 (d) *License denial or revocation and appeal process.* If an unaltered license tag has been denied
23 or revoked by the division, a person may appeal such action by the division by following the
24 appeal process provided in section 29(f) of this chapter.

25 (e) *Counterfeiting or destroying a license tag.* It shall be a violation of this division to
26 counterfeit a license tag, to maliciously destroy a license tag or to fraudulently obtain a
27 license tag.

28

1 **Sec. 4-29. - Hobby breeder permits.**

2 (a) *Hobby breeder permits.*

3 (1) No person shall breed a dog or cat or offer a dog or cat for breeding or stud purposes without
4 first obtaining an appropriate breeding permit issued by the division. No person shall
5 maintain unsterilized dogs over six months of age or unsterilized cats over four months of
6 age together without first obtaining an appropriate breeding permit from the division. The
7 cost of the permit and other related fees shall be established by the board by resolution.

8 (2) Hobby breeders shall:

9 ***

10 e. On a quarterly basis, the name, address, and telephone number of the new owner of
11 any dog, cat, puppy or kitten placed ~~in the county~~ or a notice that no animal was
12 sold during the quarter shall be provided to the division;

13 ***

14 (d) *Violations.*

15 ***

16 (5) It shall be a violation of this section to advertise, display, attempt to sell or sell
17 any dog or cat on any roadside or public right-of-way.

18

19 ***

20 **Sec. 4-30. - Animal care and control special master hearings.**

21 (a) The board of county commissioners shall appoint special masters who shall make decisions
22 relating to any hearings that have been initiated as provided in this chapter. Special masters
23 shall have the qualifications as specified in and shall be appointed in accordance with Article
24 2, Palm Beach County Unified Land development Code, as amended.

25 ***

26 (i) Except as provided in section 27 with regard to aggressive, dangerous and vicious dogs,
27 (a)ny person may appeal a final order of a special master within thirty (30) days by filing a
28 petition for writ of certiorari in the Circuit Court of the Fifteenth Judicial Circuit Court.

1 ***

2

3 **Sec. 4-32. - Violations, civil infractions, civil penalties.**

4 ***

5 (d) The county clerk shall:

6 ~~(1) Accept designated fines and issue receipts therefore.~~

7 ~~(2) Provide a uniform citation form serially numbered for notifying alleged violators to~~
8 ~~appear and answer to charges of violation of this chapter. Such citation forms shall be~~
9 ~~issued to and receipted by the division.~~

10 ***

11 ~~(h) All fines collected as a result of said citations (except those fines collected as a result of~~
12 ~~citations issued by municipal employees pursuant to subsection (n) herein, which shall be~~
13 ~~remitted by the clerk of the court directly to the municipality issuing the citation) shall be~~
14 ~~paid into the county treasury and deposited into the general fund for animal care and control~~
15 ~~revenue. Pursuant to Florida Statutes, §§ 938.01, 938.17 and 938.19, mandatory costs shall~~
16 ~~be assessed against every person convicted of a violation of this chapter. Pursuant to Florida~~
17 ~~Statute § 828.27, a five dollar (\$5.00) surcharge shall be assessed against every person~~
18 ~~convicted of a violation of this chapter.~~

19 ***

20 **SECTION 2. SEC. 4-35 IS ADDED AS FOLLOWS:**

21 **Sec. 4-35. Community Cats.**

22 (a) The board establishes the following community cat requirements:

23 (1) All community cats must be cared for on the private property of the caregiver or
24 with permission of the property owner or property manager.

25 (2) All community cat caregivers shall have all un-owned free-roaming cats within their
26 care sterilized, implanted with a EAID, vaccinated against rabies, and ear- tipped for
27 easy identification.

28 (3) All community cat caregivers are required to provide certain necessities to each
29 community cat under his/her care on a regular/ongoing basis, including, but not limited
30 to, proper nutrition, adequate quantities of visibly clean and fresh water and medical

1 care as needed. If medical care is unavailable or too expensive, the community cat
2 caregiver must not allow the cat to suffer. Dumping on the ground or dispensing large
3 quantities of food more than will be immediately eaten by the community cats present is
4 prohibited. Feeding areas must be maintained in a clean and sanitary condition.

5 (4) Community care caregivers shall make reasonable attempts to remove weaned
6 kittens from the field for domestication and adoption.

7 (b) A person returning a community cat to the field must provide the Division with the cat's
8 EAID number and any other information requested by the Division.

9 (c) Community cats meeting the requirements of this section are exempt from the license tag
10 requirements of section 4-11, Dog and cat rabies/license tags.

11 (d) The Division has the right to remove or authorize the removal of any free-roaming cat or
12 community cat because of immediate public health or safety concerns.

13 (e) No community cat shall be released at any governmentally owned or managed park, natural
14 area, area deemed as environmentally sensitive land or on any easement adjacent to such lands
15 without approval from the applicable governmental entity.

16 (f) Healthy community cats that have been impounded at the division may be immediately
17 returned to field, released to a caregiver or adopted. Notwithstanding the foregoing, whenever
18 such cat is visibly injured or diseased and appears to be suffering and it reasonably appears that
19 such cat cannot be expeditiously cured and returned to field, transferred to a humane society or
20 private animal nonprofit organization or placed in foster care, then the division, acting in good
21 faith and upon reasonable belief, may humanely euthanize the cat upon the advice of the
22 division's veterinarian.

23 **SECTION 3. SEC. 4-36 IS ADDED AS FOLLOWS:**

24 **Sec. 4-36. *Electronic animal identification device implantation for all cats.***

25 (a) All cats four (4) months of age or older shall be implanted with an EAID, unless a
26 veterinarian licensed in the state certifies in writing that a specific cat is medically unfit to
27 be implanted with an EAID because of a medical condition, including but not limited to age,
28 that would be substantially aggravated by such procedure or would likely cause the cat's
29 death. The writing must state the date by which the cat may be safely implanted with an
30 EAID. The division may extend the time for implanting the cat with an EAID cat or may
31 exempt such cat from the requirement based upon the written medical recommendation of a
32 licensed veterinarian. As soon as the medical condition that prevents a cat from being

1 implanted with an EAID ceases to exist, it shall be the duty of the owner of such cat to
2 promptly comply with this section.

3 (b) The owner of every cat shall keep his/her contact information associated with the EAID up
4 to date with the division.

5 (c) EAID's for community cats may be registered to a humane society, private animal nonprofit
6 or individual.

7 **SECTION 2. REPEAL OF LAWS IN CONFLICT:**

8 All local laws and ordinances in conflict with any provisions of this Ordinance are hereby
9 repealed to the extent of such conflict.

10

11 **SECTION 3. SAVINGS CLAUSE:**

12 Notwithstanding anything herein to the contrary, all provisions of Palm Beach County
13 Ordinance No. 98-22, as amended by Ordinances 2001-065, 2003-29, 2005-44, 2008-004, 2009-
14 019 and 2011-005 and all licenses, permits, enforcement orders, and ongoing enforcement
15 actions issued thereunder are specifically preserved and remain in full force and effect.

16

17 **SECTION 4. SEVERABILITY:**

18 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
19 reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such
20 holding shall not affect the remainder of this Ordinance.

21

22 **SECTION 5. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:**

23 The provisions of this Ordinance shall become and be made a part of the Palm Beach
24 County Code. The sections of this Ordinance may be renumbered or relettered to accomplish
25 such, and the word ordinance may be changed to section, article, or other appropriate word.

26

27 **SECTION 6. ENFORCEMENT:**

28 This Ordinance is enforceable by all means provided by law. Additionally, the County
29 may choose to enforce this Ordinance by seeking injunctive relief in the Circuit Court of Palm
30 Beach County.

31

1 **SECTION 7. PENALTY:**

2 Any violation of any portion of this Ordinance shall be punishable as provided by law.

3

4 **SECTION 8. CAPTIONS:**

5 The captions, section headings, and section designations used in this Ordinance are for
6 convenience only and shall have no effect on the interpretation of the provisions of this
7 Ordinance.

8

9 **SECTION 9. EFFECTIVE DATE:**

10 The provisions of this Ordinance shall become effective upon filing with the Department of State.
11

12 APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach
13 County, Florida, on this the ____ day of _____, 2015.

14 **SHARON R. BOCK, CLERK**

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

15

16

17

18 **By:_____**
19 **Deputy Clerk**

By:_____
Shelly Vana, Mayor

20

21

22

23 **APPROVED AS TO FORM AND**
24 **LEGAL SUFFICIENCY**

25

26

27 **By:_____**
28 **County Attorney**

29

30

31

32 **EFFECTIVE DATE: Filed with the Department of State on the ____ day of**
33 **_____, 20____.**

34

PROCLAMATION

WHEREAS, public works infrastructure, facilities and service are of vital importance to the health, safety, and well being of the people of this community; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and services such as water, sewer, storm water management, streets and highways, public buildings and grounds, parks, solid waste collection and waste processing; and

WHEREAS, the quality, safety, and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skills of public works personnel; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by people's attitude and understanding of the importance of the work they perform; and

WHEREAS, APWA has selected "Public Works Always There" as its theme for 2016's National Public Works Week. The theme showcases the prevalence of public works. Communities depend on public works, and the men and women of the profession are always there and always ready.

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

MAY 15-21, 2016

as

NATIONAL PUBLIC WORKS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 17th day of May, 2016.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

PROCLAMATION

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S; and

WHEREAS, 76% of these accidents are fatalities caused by drowning, making Florida the leading state in the nation in boating accidents; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgement and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public.

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

MAY 21-27, 2016

as

NATIONAL SAFE BOATING WEEK

and urge all those who boat to Wear it! And practice safe boating habits.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida to be affixed this 17th day of May, 2016.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: May 17, 2016 Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

City Recreation Board Update

SUMMARY:

Mr. Austin Brookley, Board Chair, will update the Commission on activities that have taken place over the past several months.

BACKGROUND AND JUSTIFICATION:

The Board members assist in promoting community awareness and involvement in recreation programs and initiate and assist the City in planning for future facility and program needs. The members shall consult with and advise the City Manager, Recreation Manager, and City Commission in matters affecting recreation policies, program, finances and future land or facility capital projects related to the total community recreation program and to its long-range plans. Last update from the City Recreation Board was on September 17, 2013.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



AGENDA DATE: May 17, 2016 – Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Ratify board members to the various City advisory boards

SUMMARY:

This item is to ratify the appointment of members to the City Tree, Sister City, Planning and Zoning, Recreation and Library Advisory Boards.

BACKGROUND AND JUSTIFICATION:

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole.

On November 4, 2014, the Commission adopted an ordinance to provide for an elected official to waive his or her right to make an appointment. It also provides for the next elected official responsible for an appointment to make it.

The following appointments are requested to be ratified:

City Tree Board:

Commissioner Maier's appointment of Christian Minaya to the City Tree Board to fill an unexpired term ending on July 31, 2016 and reappoint for a term ending on July 31, 2019.

Sister City Board:

Commissioner Amoroso's appointment of Maryann Polizzi to the Sister City Board to fill an unexpired term ending on July 31, 2017.

Planning and Zoning Board:

Commissioner Maier's appointment of Ricardo Martin to the Planning and Zoning Board to fill an unexpired term ending on July 31, 2017.

Recreation Advisory Board:

Vice Mayor's appointment of Maryann Polizzi to the Recreation Advisory Board to fill an unexpired term ending on July 31, 2018. This was District 4 appointment; however, Commissioner District 4 waived his right to this appointment to the Commission.

Library Board:

Vice Mayor's appointment of Theodore Johnson to the Library Board to fill an unexpired term ending on July 31, 2020. This was District 4 appointment; however, Commissioner District 4 waived his right to this appointment to the Commission.

MOTION:

I move to ratify Commissioner Maier's appointment of Christian Minaya to the City Tree Board to fill an unexpired term ending on July 31, 2016 and reappoint for a term ending on July 31, 2019 and Ricardo Martin to the Planning and Zoning Board to fill an unexpired term ending on July 31, 2017; Commissioner Amoroso's appointment of Maryann Polizzi to the Sister City Board to fill an unexpired term ending on July 31, 2017; Vice Mayor's appointment of Maryann Polizzi to the Recreation Advisory Board to fill an unexpired term ending on July 31, 2018 and Theodore Johnson to the Library Board to fill an unexpired term ending on July 31, 2020.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
City Advisory Board Applications
City Advisory Board Membership Logs



Expires 4/13/17

APPLICANT'S NAME:

Christian J. Minaya
(Print name)

12

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. **You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.**

- Board of Trustees Employees' Retirement System *
- Board of Trustees Police Retirement System *
- Board of Trustees Firefighters' Pension Trust Fund *
- Board of Trustees Firefighters' Pension Trust Fund -- Division II *
- City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- Planning & Zoning Board * **
- Sister City Board



* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: (Mr/Mrs./Ms. (circle one))

Christian J. Minaya

Residence:

1225 16th Ave North

City:

Lake Worth

State:

FL

ZIP Code:

33460

Proof of residency attached:

Utility bill

Mailing Address: (if different from residence)

City:

State:

ZIP Code:

Home Phone: ()

Business Phone: ()

Cell Phone: ()

Email Address:

Are you a citizen of the United States?

Yes

Are you a registered Palm Beach County voter?

Yes

Are you a registered Lake Worth voter?

Yes

How long have you been a resident of Lake Worth?

10 years

List all properties owned and/or business interests in Lake Worth?

What is your occupation?

P/T Private gardener / P/T Garden center Sales

Employer?

P/T Self-employed / P/T Amelia Smarty Plants

Business Address: (CRA board only)

Are you currently serving on any City advisory Board?

No

If so, which board?

Have you ever served on a City of Lake Worth board?

No

If so, when and which board(s)?

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee?

No

If yes, please name the board, position, etc.

2. EDUCATION

High School: Home schooled / GED Date of Graduation: _____

College: _____ Degree: _____ Date of Graduation: _____

Resume attached? yes _____ no

3. WORK EXPERIENCE

13 years working in nurseries/garden centers
6 years working as a private gardener.

4. INTEREST/ACTIVITIES

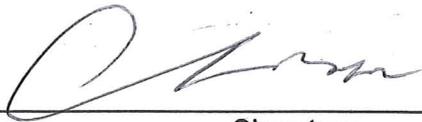
Horticulture, Ecological studies, herbalism, Foraging/wildcrafting
Ecological restoration, planting backyard native gardens
Fruit tree cultivation, Food Forests, Organic gardening, Animal Rescue

5. COMMUNITY INVOLVEMENT

Volunteer time with local grassroots organizations tackling
environmental destruction and overdevelopment as well
as social justice issues such as income inequality,
homelessness, poverty and institutionalized racism.

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.



Signature

PLEASE INITIAL

Q.M.

4/13/16

Date

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

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EMAIL APPLICATION TO: sdonaldson@lakeworth.org (preferred method)

or

FAX APPLICATION TO: Volunteer Coordinator (561) 586-1750

or

RETURN APPLICATION TO: Volunteer Coordinator
Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

SUNSHINE LAW: The primary purpose of government in the Sunshine Law is to assure public access to the decision making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and committees.

additional charges

◆ Detach and return with payment ◆



City of Lake Worth
414 Lake Avenue
Lake Worth, FL 33460-3807

Service Address
1225 16TH AVE N

Account Number
~~XXXXXXXXXX~~ **-25470**

Due Date
03/23/2016

Total Amount Due
~~XXXXXXXXXX~~

Optional Donation

Care to Share
Tax Deductible

\$

Total Amount
Enclosed

\$

Make check payable to **City of Lake Worth**

#BWNCTHZ
#0000944050305621#



*****AUTO**5-DIGIT 33460 C 8 P 9
CHRISTIAN J MINAYA
1225 16TH AVE N
LAKE WORTH FL 33460-6513

960100

00012213700002547000000045282





Expires 4/8/17

APPLICANT'S NAME:

Maryann E. Polizzi

(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. ***You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.***

- Board of Trustees Employees' Retirement System *
- Board of Trustees Police Retirement System *
- Board of Trustees Firefighters' Pension Trust Fund *
- Board of Trustees Firefighters' Pension Trust Fund – Division II *
- (1) City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- 2 Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- Planning & Zoning Board * **
- 3 Sister City Board



* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Maryann E Polizzi
(print)

Residence: 1529 S. Palmway

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Attached

Mailing Address: (if different from residence)

City: N/A State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (561) 685-6010 Email Address: poli510@bellsouth.net

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 30 plus years

List all properties owned and/or business interests in Lake Worth? _____

1529 S. Palmway Lake Worth, FL District 4

What is your occupation? None

Employer? -

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? NO

If so, which board? _____

Have you ever served on a City of Lake Worth board? NO

If so, when and which board(s)? _____

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? NO

If yes, please name the board, position, etc. N/A

2. EDUCATION

High School: Marlington High Date of Graduation: 1975

College: Palm Beach State Degree: - Date of Graduation: -

Resume attached? yes no

I got married and couldn't graduate due to traveling.

3. WORK EXPERIENCE

Medical

Organizing social activities

Travel Agent

Acting and Modeling

4. INTEREST/ACTIVITIES

Love the outdoors

Love Volunteering

Hiking, biking, fishing, swimming, organizing parties.

5. COMMUNITY INVOLVEMENT

President of South Palm Park Assn for 2 years - 2015-2017

Treasurer of South Palm Park Assn for 2 years 2013-2015

Social Director for South Palm Park Assn. 2012-2013

Volunteer of Palm Beach County School District

6. Why do you desire to serve on this board (first preference)

Promote the City of Lake Worth
Recreation programs
Outreach all Districts

6. Why do you desire to serve on this board (second preference)

To be a concerned listener to what
our citizens want Recreational wise
in Lake Worth

Research programs that work in other
cities

6. Why do you desire to serve on this board (third preference)

Promote new programs at functions
& let their voices be heard

Let Citizens know of all recreation
that is available to them. (All Ages)

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

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Signature

PLEASE INITIAL MEP
4/8/2016
Date

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or

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or

RETURN APPLICATION TO: Volunteer Coordinator
Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

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Maryann Polizzi

1529 S Palmway, Lake Worth, FL 33460 | C: 561-685-6010 | poli510@bellsouth.net

Competence Summary

Result-driven, pro-active and resourceful administrative professional with 39 years experience.

- Policy Development
- Employee training
- Insurance eligibility verification
- Current Procedural Terminology (CPT)
- Operations Management
- Organizational Skills
- Critical Thinking
- Executive Management support
- Public Speaking
- Inventory Control
- Patient Support help
- Delivered excellent customer service by greeting and assisting each patient
- Motivational leader
- Flexible schedule
- Conflict resolution skills
- Address Patient inquiries and resolved complaints

Experience

Supervisor

1995 - 2015

Surgical Health Care Inc - Lake Worth, FL

- Managed medical office staff of 3
- Trained staff to deliver outstanding customer service
- Developed and implemented a marketing plan to publicize sales and improve revenue
- Monitored inventory database
- Organized and monitored key surgical projects including Breast Cancer, Colon Surgery, Scheduled surgical training
- Developed training documentation
- Determined staff promotions, demotions and terminated employees when necessary
- Tracked and documented procedures for the surgeons
- Coordinated television promotional productions
- Performed medical coding for the office

President/Sole Proprietor

1982 - 1992

Maryann Williams School of Modeling - Lake Worth, FL

- Supervised a staff of 9
- Coordinated teachers and workshops
- Developed and maintained operational budget
- Profit and Loss responsibility
- Inventory management

- Payroll oversight
- Performed company tax preparation
- Responsible for coordinating all agency events
- Determined staff promotions, demotions and terminated employees when necessary

Supervisor of Admitting 1978 - 1982

JFK Hospital - Atlantis, FL

- Supervised a staff of 10
- Coordinated Meetings
- Processed Occupancy reports
- Coordinated rooms with Unit Clerks
- Optimized bed utilization
- Address Patient inquiries and resolved complaints
- Performed a multitude of clerical tasks
- Determined staff promotions and demotions and terminated employees when necessary
- Handled weekly schedule according to payroll policies

Admissions office 1976 - 1978

Doctors Hospital/Palm Beach Regional - Lake Worth, FL

- Scheduled patients
- Coordinated between admissions and nurses for availability of beds
- Insurance verification
- Performed a multitude of clerical tasks
- Optimized bed utilization

Volunteer Experience

President

South Palm Park Neighborhood Association- Lake Worth, FL 2014-Current

- Responsible for the development and application of Grants
- Organize and host a variety of fundraiser events
- Liaison between the City Government and neighborhood residents

Treasurer- South Palm Park Neighborhood Association 2012-2014

Dreyfoos School of the Arts 2010-2011

- President of Visual Arts/Digital Media
- Fundraising
- Coordinating Colleges/Scholarships

Student Advisory Council- Secretary 2008-2010

Student Advisory Council- President 2010-2011

Gulf Stream School 1999-2008

- Coordinated Admissions
- Organized numerous school events



Customer Name
MARY A POLIZZI

Account Number
[REDACTED] **5356**

Statement Date
March 21, 2016

Service Address
1529 S PALMWAY

Last Bill Amount	Payments	Adjustments	Previous Balance	New Charges	Total Amount Due	New Charges Due By
\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	04/18/2016

Message Center

Payment Options

- Online : www.lakeworth.org
- Mail:
City of Lake Worth
PO BOX 30552
TAMPA FL 33630-3552
- Customer Service Lobby or After Hours Drop Box
- Automatic Funds Transfer – Visit www.lakeworth.org/utilities/customer-service for the Direct Debit Authorization form.

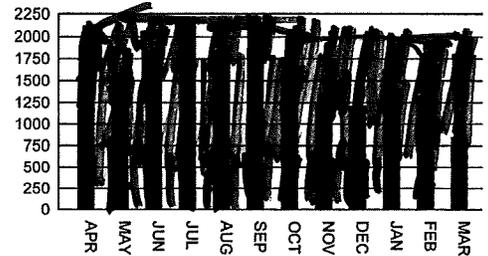
Summary of New Charges

Electric	[REDACTED]
Water	[REDACTED]
Sewer	[REDACTED]
Total New Charges	[REDACTED]
Previous Balance Forward	[REDACTED]
Total Amount Due	[REDACTED]

Electric Service

Electric	[REDACTED]
Fuel Charge	[REDACTED]
Gross Receipts Tax	[REDACTED]
Public Utility Tax	[REDACTED]
Electric Total	[REDACTED]
Meter #	E48154
Service Period:	02/12/2016 to 03/14/2016
Service Days:	31
Current Read:	[REDACTED]
Previous Read:	[REDACTED]
KWH USED:	[REDACTED]

Electric Usage History



Please see back of statement for additional charges

◆ Detach and return with payment ◆



City of Lake Worth
414 Lake Avenue
Lake Worth, FL 33460-3807



Service Address
1529 S PALMWAY

Account Number
[REDACTED] **5356**

Due Date
04/18/2016

Total Amount Due
[REDACTED]

Optional Donation

Care to Share
Tax Deductible

\$ [REDACTED]

Total Amount
Enclosed

\$ [REDACTED]

Make check payable to **City of Lake Worth**

#BWNCTHZ
#0000944050305621#



*****AUTO**5-DIGIT 33460 C 4 P 5 798 1 AV 0.388
MARY A POLIZZI
RAYMOND POLIZZI MD
1529 S PALMWAY
LAKE WORTH FL 33460-5765

00079A

00005549700001535600000017175

Expires 2/23/17

9



APPLICANT'S NAME: RICARDO J. MARTIN
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

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- Board of Trustees Employees' Retirement System *
- Board of Trustees Police Retirement System *
- Board of Trustees Firefighters' Pension Trust Fund *
- Board of Trustees Firefighters' Pension Trust Fund – Division II *
- City Recreation Advisory Board
- City Tree Board
- 1 Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- 3 Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- 2 Planning & Zoning Board * **
- Sister City Board



* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: (Mr./Mrs./Ms. (circle one)) RICARDO J. MARTIN (print)

Residence: 303 3RD AVENUE SOUTH

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence) N/A

City: _____ State: _____ ZIP Code: _____

Home Phone: (305) 975-7906 Business Phone: (786) 953-1240

Cell Phone: (305) 975-7906 Email Address: rmartin@211@yahoo.com

Are you a citizen of the United States? YES

Are you a registered Palm Beach County voter? YES

Are you a registered Lake Worth voter? YES ID 108906734

How long have you been a resident of Lake Worth? SINCE JAN, 2016

List all properties owned and/or business interests in Lake Worth? _____

303 3RD AVENUE SOUTH

What is your occupation? COMMERCIAL BANKER

Employer? POPULAR COMMUNITY BANK

Business Address: (CRA board only) 7900 MIAMI LAKES DRIVE WEST, Suite 102 MIAMI LAKES, FL 33016

Are you currently serving on any City advisory Board? NO

If so, which board? N/A

Have you ever served on a City of Lake Worth board? NO

If so, when and which board(s)? N/A

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? NO

If yes, please name the board, position, etc. N/A

2. EDUCATION

High School: MIAMI KILLIAN SR. HIGH SCHOOL Date of Graduation: JUN. 1976

College: University of Miami Degree: BBA Date of Graduation: '81 & '82
'80 and '82 MBA

Resume attached? yes X no _____

3. WORK EXPERIENCE

- CORPORATE ANALYSIS AND LENDING FOR BOTH DOMESTIC AND FOREIGN COMPANIES, FINANCED TRADE WITH US EXIM BANK PROGRAMS
- COMMERCIAL LENDING / SMALL BUSINESS ANALYSIS, USED SBA 7A & SBA 504 PROGRAMS
- COMMERCIAL REAL ESTATE LENDING, PROVIDE FOR FINANCIAL INVESTMENT PROPERTIES, BUSINESS (OWNER/USER) PROPERTIES AND CONSTRUCTION.

4. INTEREST/ACTIVITIES

ECONOMIC DEVELOPMENT
URBAN PLANNING & DEVELOPMENT
DEMOGRAPHIC ANALYSIS
COMMUNITY DEVELOPMENT
HISTORICAL PRESERVATION / URBAN DESIGN

5. COMMUNITY INVOLVEMENT

- TYPICALLY NEIGHBORHOOD ASSOCIATION
 - COMMUNITY VOLUNTEER WORK PRIMARILY WITH POOR FAMILIES AND STUDENTS
 - INVOLVED FW COMMUNITY IDENTIFICATION
-
-

6. Why do you desire to serve on this board (first preference) CRA

I SEE THE NEED FOR ECONOMIC DEVELOPMENT AS THE MOST URGENT, ATTRACTIVE NEW AND APPROPRIATE RETAILING SERVICES LIGHT ASSEMBLY OPERATIONS CENTERS AND OTHER SECTORS TO ATTRACT MOST IMPORTANTLY JOB CREATING / LIVING WAGE JOBS, CREATE ENTRY LEVEL JOBS, TRAINING, IMPROVING EDUCATION SECTOR BY PARTNERING WITH BUSINESSES.

WITHOUT JOBS, WITHOUT LIVING WAGE EMPLOYMENT, WITHOUT EDUCATION AND ENLARGEMENT, NO LEVEL OF AFFORDABLE HOUSING, NO GROWTH IN TAX BASE, AND NO ECONOMIC SUSTAINABILITY CAN BE ACHIEVED / MAINTAINED.

SUPPORT CURRENT AFFORDABLE HOUSING TIED TO ECONOMIC DEVELOPMENT OF BRINGING CREATIVE GROUPS AND BUSINESS INTO CITY, CREATE ARTISANAL SMALL BUSINESS, ART GALLERIES, DESIGN SERVICES ETC...

6. Why do you desire to serve on this board (second preference)

PLANNING & ZONING GO HAND IN HAND WITH ECONOMIC DEVELOPMENT. THE URBAN PLAN TRANSLATED TO ZONING CREATES THE PHYSICAL BLUE PRINT.

ATTRACTIVE MIXED USED DEVELOPMENT HAS ONE SECTOR FEEDING OFF EACH OTHER.

THROUGH ZONING ATTRACT BOUTIQUE AND UNIQUE HOSPITALITY DEVELOPMENT, WITH RESTAURANT AND ENTERTAINMENT SECTOR DEVELOPMENT. MULTIPLE HOTEL DEVELOPMENTS DOWNTOWN WILL HELP ATTRACT MORE TOURIST, BUSINESS CONFERENCES, TRAINING CENTERS FOR REGIONAL EMPLOYEES, FOOT TRAFFIC TO EXISTING BUSINESSES, ETC...

ZONING CAN ASSIST WITH MULTI FACET DEVELOPMENT, LIKE TRANSIT CENTER, WITH PUBLIC AND PRIVATE BUS SYSTEM, TROLLEY STOPS, TRI-RAIL, PROBABLE FUTURE TRANSIT CENTER, ETC...

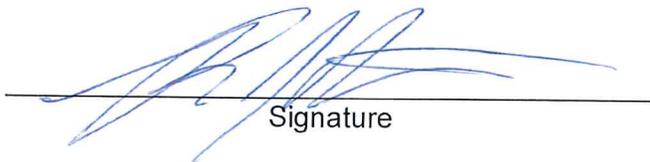
6. Why do you desire to serve on this board (third preference) Finance

ALWAYS WORKED WITH BUDGETS, SOURCING AND USEFUL OF FUNDS ANALYSIS OF FINANCIAL STATEMENTS, RATIO ANALYSIS, TREND ANALYSIS, STATISTICAL ANALYSIS, ETC...

ACCOUNTABILITY AND MONITORING THE MOST EFFICIENT USE OF FUNDS IS PRIMARY.

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.


Signature

PLEASE INITIAL 
Date 2/23/16

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RICARDO J. MARTIN
303 3rd Avenue, South
Lake Worth, Florida 33460
305-975-7906
rmartin0211@yahoo.com

EMPLOYMENT HISTORY

Jan., 2015 to Present Vice President, Commercial Real Estate Officer

Banco Popular North America, N.A. (Popular Community Bank)

Responsible for managing and developing \$15MM in small Commercial, Commercial Real Estate Mortgages. Responsible for business development, negotiation, structuring and closing transactions with respective documentation. Also, developed \$3MM in deposits related to the loan activity and opening of law firm accounts.

April, 2013 to Dec., 2014 Executive Vice President and Chief Lending Officer

Intercredit Bank, N.A.

Responsible for managing and developing more than \$220MM portfolio of Commercial, Commercial Real Estate, Trade Financing and Residential Loans for banking institution under consent decree. Led business development, portfolio management, budgeting, product development, business development participations, purchase and sale of portfolios and compliance reporting for all Lending Departments. Supervised eight employees and responsible for business development, negotiation, structuring and closing transactions.

May 2011 to March 2013 Senior Vice President
Business Development Manager

Terrabank, N.A.

Responsible for managing business development group for commercial and commercial real estate loans, of a portfolio valued at \$150MM. Oversaw processing and closing personnel. Responsible for marketing and assisting loan officers to structure and negotiate new loans and existing loan relationships. Also managed directly loan portfolio of \$45 MM. .

Sept. 2005 to May, 2011 Senior Vice President/Lending Division Manager

ESPIRITO SANTO BANK

Miami, Florida

Responsible for managing and supervising the Domestic Commercial Dept.,

Dec. 1985 to
May 1989

Vice President, Commercial Lender and Lending Team Manager
SOUTHEAST BANK, N.A.
Miami, Fl

Responsible for managing, supervising and guiding commercial lenders and their banking assistants in the downtown community banking center. Responsible for monitoring detailed loan documentary and credit exceptions, past-dues loans and customer relationships, as well as emphasizing marketing and calling efforts.

Feb. 1984 to
Dec. 1985

Assistant Vice President/Credit Department Officer
SUNSET COMMERCIAL BANK
Miami, Florida

Responsible for managing and supervising the following areas of a small commercial bank: Loan Document Review, Letters of Credit, Real Estate Owned and Credit Files and General Credit Department responsibilities.

June 1982 to
Jan. 1984

Corporate Banking Administrator and Trainee
MORGAN GUARANTY TRUST COMPANY OF NEW YORK
23 Wall Street, New York, NY
MORGAN GUARANTY INTERNATIONAL BANK
Miami, Florida

Attended preeminent, one-year formal Commercial Bank Management Training Program sponsored by the Morgan Guaranty Trust Company, which emphasized accounting, finance and economics using bank lending case studies. Training in the analysis of corporate financial statements; worked in the Financial Analysis Department primarily emphasizing risk analysis of current bank customers and potential solicitations.

Responsible for monitoring credits (credit review) and administration of credit files. Performed financial analyses and acted as liaison between troubled Central American/Caribbean loan customers and the New York office.

EDUCATION

Various continuing study seminars, programs and continuing banking and compliance training through 2015.

MBA - University of Miami, Coral Gables, Florida, May, 1982

BBA/Business Management and Organization - University of Miami, Coral Gables, Florida, December 1980.

Proficient in Microsoft Office applications.

the Trade Finance Dept. and Commercial Estate Lending Department for a portfolio valued at \$350MM. Commercial real estate group grew \$150 MM in one year. Established new departments in the last quarter of 2005. Prepared department budgets, set goals, establish new products, coordinated marketing plan, evaluated sales staff and managed loan closing personnel. Managed a small commercial lending portfolio of \$10MM; a commercial real estate portfolio of \$85MM; a secondary market Latin American Bank portfolio of \$50MM (booked in one year), and an EXIM Bank backed portfolio of \$70MM with four lending officers.

March, 1993 to
Sept. 2005

Vice President/Lending Group Manager

THE INTERNATIONAL BANK OF MIAMI, N.A.

Coral Gables, Florida

Responsible for managing and supervising commercial real estate lending sales group, preparing and recommending sales/lending goals and annual budgets, preparing annual marketing plan, review real estate loan proposals and screened analysis. Reported directly to Senior Lender and Management. Annual budget for the last twelve years ranged from \$20MM to \$40MM in personal commercial real estate and business occupied real estate property loans in addition to staff and sales force management. Responsible for soliciting business at mortgage companies and marketing strategy.

Feb. 1990 to
Mar. 1993

Vice President/Commercial Lender

ESPIRITO SANTO BANK OF FLORIDA

Miami, Florida

Responsible for commercial loan business development and real estate loan workouts for \$50 MM portfolio. Managed weaknesses in construction projects to recuperate bank's exposure with troubled real estate loans owned by the bank. Also, responsible for starting new business initiatives, setting procedures for credit quality and shifting to new loan products.

June 1989 to
Jan. 1990

Director

SUPERIOR BANK OF FLORIDA, F.S.B. (In Organization)

Miami, FL

Appointed as one of the youngest directors for a de novo institution. Provided marketing research reports in order to obtain a license for a newly federally chartered financial institution. Coordinated project to determine community needs for a new financial institution. Gathered data for an application to the Federal Home Loan Bank of Atlanta for a new savings bank charter, which was ultimately granted. Responsible for establishing underwriting procedures and bank general policies.

Check Your Voter Status

Verifique su estado como votante

Below is your voter information as it appears on your voter record.

A continuación encontrará sus datos de votante según nuestros registros.

Full Name

Nombre completo : **RICARDO JESUS MARTIN**

Street Address

Dirección : **303 3RD AVE S**

City

Ciudad : **LAKE WORTH**

Zip Code

Código postal : **33460**

County Name

Condado : **PALM BEACH**

Voter Gender

Género del votante : **[REDACTED]**

Date Of Registration

Fecha de inscripción : **[REDACTED]**

Party

Partido : **[REDACTED]**

Voter Status

Calificación como votante : **Active***

The following 2 links will take you to your County's Supervisor of Elections Website where you can get additional information on:

Los siguientes dos vínculos lo conectarán con el Sitio de su Supervisor de Elecciones del Condado para obtener información sobre:



Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Homestead Exemption **E-file**



Location Address **303 3RD AVE S**
 Municipality **LAKE WORTH**
 Parcel Control Number **38-43-44-21-15-107-0090**
 Subdivision **LAKE WORTH TOWN OF**
 Official Records Book **27989** Page **1419**
 Sale Date **DEC-2015**
 Legal Description **TOWN OF LAKE WORTH LT 9 BLK 107**

Owners
 MARTIN RICARDO JESUS

Mailing address
 303 3RD AVE S
 LAKE WORTH FL 33460 4226

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2015	[REDACTED]	27989 / 1419	WARRANTY DEED	MARTIN RICARDO JESUS
SEP-2011	[REDACTED]	24760 / 0658	WARRANTY DEED	TODD CHRISTINE &
NOV-2007	[REDACTED]	22269 / 1448	WARRANTY DEED	OBRIOT DANIEL &
OCT-1983	[REDACTED]	04085 / 0548	WARRANTY DEED	
JAN-1973	[REDACTED]	02244 / 0476	WARRANTY DEED	

No Exemption Information Available.

Number of Units **[REDACTED]** *Total Square Feet **279** Acres **0.1550**
 Use Code **[REDACTED]** Zoning **MF-20 - Low Density Multi-Family (58 - LAKE WORTH)**

Tax Year	2015	2014	2013
Improvement Value	[REDACTED]	[REDACTED]	[REDACTED]
Land Value	[REDACTED]	[REDACTED]	[REDACTED]
Total Market Value	[REDACTED]	[REDACTED]	[REDACTED]

All values are as of January 1st each year

Tax Year	2015	2014	2013
Assessed Value	[REDACTED]	[REDACTED]	[REDACTED]
Exemption Amount	[REDACTED]	[REDACTED]	[REDACTED]
Taxable Value	[REDACTED]	[REDACTED]	[REDACTED]

Tax Year	2015	2014	2013
Ad Valorem	[REDACTED]	[REDACTED]	[REDACTED]
Non Ad Valorem	[REDACTED]	[REDACTED]	[REDACTED]

Expires 9/1/16



APPLICANT'S NAME: Theodore C (Ted) Johnson
(Print name)

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VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. ***You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.***

- Board of Trustees Employees' Retirement System *
- Board of Trustees Police Retirement System *
- Board of Trustees Firefighters' Pension Trust Fund *
- Board of Trustees Firefighters' Pension Trust Fund – Division II *
- City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- Library Board
- Planning & Zoning Board * **
- Sister City Board



* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

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1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Theodore C (Ted) Johnson
(print)

Residence: 802 S Palmway

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Utility Bill

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (303) 506-7804 Email Address: tedjohnson101@msn.com

Are you a citizen of the United States? Y

Are you a registered Palm Beach County voter? Y

Are you a registered Lake Worth voter? Y

How long have you been a resident of Lake Worth? 3 yrs

List all properties owned and/or business interests in Lake Worth? _____
802 S Palmway; 423 N L St

What is your occupation? Retired

Employer? _____

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? No

If so, which board? _____

Have you ever served on a City of Lake Worth board? No

If so, when and which board(s)? _____

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? No

If yes, please name the board, position, etc. _____

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2. EDUCATION Central HS, St Paul, MN Date of Graduation: 6/1963
High School: _____ Date of Graduation: _____
College: Carleton College Degree: BA Date of Graduation: 6/67
Resume attached? yes no _____

3. WORK EXPERIENCE

See resume

4. INTEREST/ACTIVITIES

Reading, Sailing

5. COMMUNITY INVOLVEMENT

Commodore, Lake Worth Sailing Club; Volunteer, LW Visitor Info Center;

Past President, South Palm Park NA

6. Why do you desire to serve on this board (first preference)

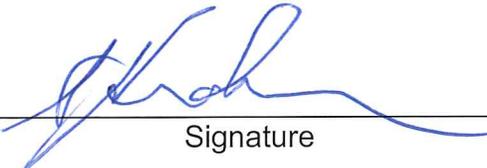
Support one of Lake Worth's most treasured assets.

6. Why do you desire to serve on this board (second preference)

6. Why do you desire to serve on this board (third preference)

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.

X 

Signature

PLEASE INITIAL TCJ 
9/11/15

Date

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

NOTE: Information regarding the duties and responsibilities of any board/committee can be found by visiting our website at www.lakeworth.org then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact the Volunteer Coordinator at sdonaldson@lakeworth.org or by calling 561-586-1730.

EMAIL APPLICATION TO: sdonaldson@lakeworth.org (preferred method)

or

FAX APPLICATION TO: Volunteer Coordinator (561) 586-1750

or

RETURN APPLICATION TO: Volunteer Coordinator
Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

SUNSHINE LAW: The primary purpose of government in the Sunshine Law is to assure public access to the decision making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and committees.

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Ted C Johnson
802 S Palmway
Lake Worth, FL 33460
303-506-7804
tedjohnson101@msn.com

January, 2013

WORK EXPERIENCE:

QWEST Corporation, Denver, CO, 2001-2009
Web Application Developer
Retired

Red Rocks Community College Lakewood, CO -Feb, 2001-May, 2001
Teacher--evening class- Developing Applications with Cold Fusion .

Webfamilies.com Denver, CO -October, 2000 to March, 2001
Web Developer

Broadiant Corporation Denver, CO --March 2000 - October, 2000
Web developer/Allaire Practice Manager

US West Communications--November 1992 - March, 2000
Tech Lead for eBusiness Group Technical Support

Random Access, Inc--1986-1992
Apple Systems Engineer.

Real Estate Agent-1985-1986

Tudor House Press Binding Specialists-1979-1984
Founded print shop & bindery. Specialized in short-run, loose-leaf books.

Curriculum Information Center Sold to Market Data Retrieval -1973-1978
Sales Manager, Marketing Manager,

Teacher-Jefferson County, CO.-1971-1972
Taught Junior High School at Jeffco Open School-alternative "Charter" school

Teacher-Marion Business College, Chicago-1969-1970
Taught basic skills to adults in federally-funded program.

EDUCATIONAL BACKGROUND:
Carleton College, Northfield, MN
BA Psychology 1967

Extensive technical training throughout career.



Customer Name
BARBARA HAWK

Statement Date
June 19, 2015

Account Number
[REDACTED]

Service Address
802 S PALMWAY

Last Bill Amount	Payments	Adjustments	Previous Balance	New Charges	Total Amount Due	New Charges Due By
[REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	07/16/2015

Message Center

Payment Options

Online : www.lakeworth.org
 Mail:
 City of Lake Worth
 PO BOX 30552
 TAMPA FL 33630-3552

Customer Service Lobby or After Hours Drop box
 Automatic Funds Transfer – Visit www.lakeworth.org/utilities/customer-service for the Direct Debit Authorization form.

THE CITY OF LAKE WORTH'S 2014 ANNUAL DRINKING WATER QUALITY REPORT IS NOW AVAILABLE ON OUR WEBSITE. EFFECTIVE JANUARY 1, 2015, A CONVENIENCE FEE WILL BE ADDED TO THE REQUIRED BILL AMOUNT WHEN PAYMENTS ARE PRESENTED IN PERSON AT THE CUSTOMER SERVICE OFFICE. NO FEE WILL BE CHARGED FOR PAYMENTS MADE VIA LOCK BOX, DROP BOX, ONLINE PAYMENTS OR AUTO PAY FROM A BANK ACCOUNT.

Please see back of statement for additional charges

Summary of New Charges

Electric [REDACTED]
 Water [REDACTED]
 Sewer [REDACTED]

Total New Charges \$ [REDACTED]
 Previous Balance Forward [REDACTED]
Total Amount Due [REDACTED]

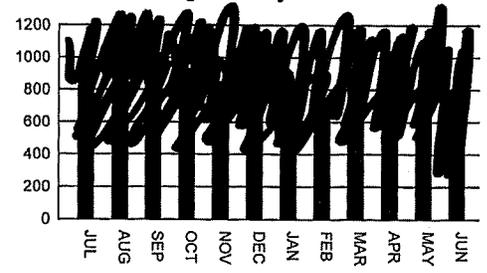
Electric Service

Electric [REDACTED]
 Fuel Charge [REDACTED]
 Gross Receipts Tax [REDACTED]
 Public Utility Tax [REDACTED]
Electric Total [REDACTED]

Meter # [REDACTED]
 Service Period: 05/13/2015 to 06/03/2015
 Service Days: [REDACTED]
 Current Read: [REDACTED]
 Previous Read: [REDACTED]
KWH USED: [REDACTED]

Meter # [REDACTED]
 Service Period: 06/03/2015 to 06/11/2015
 Service Days: [REDACTED]
 Current Read: [REDACTED]
 Previous Read: [REDACTED]
KWH USED: [REDACTED]
TOTAL KWH: [REDACTED]

Electric Usage History



◆ Detach and return with payment ◆



City of Lake Worth
 414 Lake Avenue
 Lake Worth, FL 33460-3807

Service Address
802 S PALMWAY

Account Number
[REDACTED]

Due Date
07/16/2015

Total Amount Due
[REDACTED]

Optional Donation

Care to Share
Tax Deductible

\$

Total Amount
Enclosed

\$

Make check payable to **City of Lake Worth**



#BWNCTHZ
 #0000944050305621#

*****AUTO**5-DIGIT 33460 C 6 P 8
BARBARA HAWK
JOHNSON, THEODORE
802 S PALMWAY
LAKE WORTH FL 33460-5034

000604

00017130500000623200000001132

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CITY TREE BOARD

THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Susan Mason 806 North M Street Susanmason88@rocketmail.com (Vice Mayor's Appointment)	05/20/14	H: 561-927-6334	YES	07/31/2016
VACANT (District 4 Appointment)		C:	NA	07/31/2016
Caneste Succe 1310 South Federal Highway, Apt 22 scaneste@yahoo.com (Vice Mayor's District 1 Appointment)	03/1/2016	C: 561-667-8375	due by 4/7/16	07/31/2016 (07/31/2019)
VACANT (District 3 Appointment)		C:	NA	07/31/2018
Jeannie Fernsworth 214 South M Street fernsworth@bellsouth.net (Mayor's Appointment)	07/16/13	C: 561-424-1499	YES	07/31/2017
Katherine Curtis 219 South L Street (Mayor's Appointment)	09/01/15	C: 571-274-5157	YES	07/31/2016
Richard Stowe - CHAIR 414 N. Federal Highway richstowe@gmail.com (District 2 Appointment)	04/23/13	H: 561-231-3509	YES	7/31/2018

ADVISOR

David McGrew (Parks Department) W: 561-586-1677 YES

The purpose of the board is to establish policy and provide standards within the City landscape ordinance for tree preservation and protection, both public and private. The policy would include, but not be limited to ; providing educational materials on proper planting, pruning techniques, insect and disease control; planting of native species; inventory of existing trees; permit guidelines including rules for tree removal; opportunities for citizen involvement; and City tree sales. The board would recommend the planting of trees which would provide a continuing shade canopy into the future.

Ord. No. 2014-07, effective 02/11/14, the Tree Board has been amended to reinsert the provision for electing officers, including a secretary, for a term of one year.

** Ord. No. 2011-03 approved Feb. 1, 2011 – effective July 31, 2013, two resident members shall be appointed for one year terms, two members shall be appointed for two year terms, and three resident members shall be appointed for three year terms; thereafter all succeeding members shall serve three year terms

Revised: April 21, 2016

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2007-42, effective 10/02/07, increased membership from five to seven resident members and eliminated the alternate member.

Ord. No. 2005-17, effective 06/17/05, increased membership from four to five resident members

Ord. No. 2004-48, effective 12/17/04, changed makeup of Board to four resident members, plus one alternate. City Horticulturist shall be the advisor to the Board.

Ord. No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 98-11, effective 4/19/98, reduced members of Board; requiring two members from Parks Department, one from Golf Course, the City Projects Manager, and at least two resident representatives.

FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.

Meetings: Second Thursday of each month at 5:30 PM.

Recording Secretary: David McGrew, Parks Department

**LIBRARY BOARD
FIVE-YEAR TERMS**

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Mark Parrilla 319 North B Street Apt. #2 markparrilla@me.com (Vice Mayor's District 1 Appointee)	09/23/14	H: 561-201-2851	YES	07/31/2017
Dave Wilson 203 South M Street dlwilson@davewilson.cc (Mayor's Appointee)	03/01/2016	C: 561-308-8039	YES	07/31/2018
Glenn Scheiner 820 N. Lakeside Drive gbs9012002@yahoo.com (District 2 Appointee)	03/01/2016	C: 561-843-2847	YES	07/31/2016 (07/31/2021)
Samuel Goodstein 1717 12 th Avenue South goodstei@gmail.com (District 3 Appointee)	06/29/09	H: 561-585-4321	YES	07/31/2019
VACANT		H:	NA	07/31/2015

The Board is responsible for recommending expenditures from the Library Trust Fund and the Simpkin Trust Fund; advising the library director on issues of policy and service; and participating in the long-range planning process.

Five members appointed by the City Commission from citizens at large.

CITY RESIDENCY REQUIRED (Ord.No. 92-11).

Set up under F.S. 167.29-39. See Ord.No. 75-21, passed 8/18/75, re creation/existence in City Code (pursuant to State law subsequently repealed).

Ord.No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2007-43, enacted 10/12/07, created an alternate member for two-year term.

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2010-28, effective 11/26/10, deleted alternate member.

Meetings: Fourth Wednesday at 6:00 PM in January, March, June, and September.

Secretary: Vickie Joslin, Librarian (533-7354)

Revised 5/6/2016

PLANNING & ZONING BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Cynthia Brown 1510 North N Street cindeebrown@ymail.com (Citizen at large) (Commissioner District 3 Appointee)	07/01/14	C: 704-307-8641	YES	07/31/2018
Elise LaTorre 524 North J Street Elise.latorre@gmail.com (Citizen at large) (Commissioner District 2 Appointee)	09/23//2014	H: 561-251-4253	YES	07/31/2017
VACANT (Commissioner District 4 Appointee)		H:	NA	07/31/2017
Dustin Zacks 216 North Federal Hwy. #4 dustinzacks@yahoo.com (Professional/law)	06/25/2012	H: 561-568-2863 W: 561-907-7569	YES	07/31/2016
Greg Rice - CHAIR 511 Lucerne Ave. greg@bugs.com (Professional/real estate)	06/25/2012	W: 561-686-7171 C: 561-602-0193	YES	07/31/2016
Anthony Marotta – VICE CHAIR 327 North Lakeside Dr. anthony@alliedpmg.com (Professional) (Mayor's Appointment)	01/28/2014	W: 561-818-1184	YES	07/31/2016
Mark Humm 708 North H Street marknwpb@yahoo.com (Citizen at large) (Vice Mayor's District 1 Appointment)	07/02/2013	C: 561-351-3057 W: 561-848-5556	YES	07/31/2017

Meetings: First Wednesday at 6:00 p.m.

The Board's function is to review and approve site plans for three units or more of residential development and all commercial development. This Board also reviews community appearance and has the ability to grant variance from the Lake Worth Zoning Code.

Ord. 2013-34 - Section 23.2, effective August 16, 2013 deletes alternate members and increases membership to seven (7) board members and amends absentee policy to three (3) consecutive regularly scheduled meetings or at twenty five percent (25%) of the public meetings of the Board held within any 12-month period, the City clerk shall declare the member's office vacant and the City Commission shall promptly fill such vacancy.

The membership shall include, to the extent available, four (4) members from the disciplines of architecture, landscape architecture, planning, real estate sales, land development, banking, law or related fields. Three (3) members shall be citizen at large members. The City Commission shall determine whether or not the existing members of the Planning and Zoning Board meet these requirements may appoint up to two (2) additional members to the Planning and Zoning Board, if needed.

Ord. No. 2012-17, effective April 27, 2012, changed qualifications to include three (3) members from the disciplines of architecture, landscape architecture, planning, real estate sales, land development, banking, law or related fields. Two (2) members shall be citizens at large. One (1) alternate member shall be a professional and one (1) alternate shall be citizen at large.

Ord. No. 2012-17, effective April 27, 2012, reduced from seven (7) voting members to five (5) voting and two (2) alternate members.

Ord. No. 2011-10, effective July 15, 2011, deleted the two alternate members and changed advisor to Com. Dev. Department or designee instead of City Planner

Ord. No. 2010-16, effective October 1, 2010, removed the criteria for members to have professional qualifications, such as attorney, professional planner, architect, landscape architect, real estate agent or broker, and land developer.

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 99-28, enacted 10/19/99, reverting to two (2) alternate members.

Ord. No. 99-14, enacted 7/6/99, providing for three (3), rather than two (2), alternate members.

Ord. No. 97-36, enacted 1/6/98, providing that 2 additional HRPB members serve as P&Z Board alternate members.

Ord. No. 97-8, enacted 4/22/97, enabling/merged/created Planning Board & Board of Appeals.

Ord. No. 95-27, enacted 10/3/95, requiring gift disclosure.

Financial Disclosure Forms are required.

Secretary: Sherrie Coale

succeeding members shall be appointed for three year terms. The student member shall serve a 1 year term.

Established by Ordinance No. 2005-36, effective 10/28/05, comprised of six resident members appointed by the City Commission and one student member appointed by the Lake Worth Teen Advisory Council.

Ord. No. 2006-26, effective 9/29/06, designated Recreation Manager as staff liaison.

Ord. No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

During Recreation Advisory board meeting held on 6/17/15, members changed the meeting date from every second Wednesday of each month at 6:30 pm to every third Wednesday of each month at 6:15 pm.

Meetings: Third Wednesday of each month at 6:15 pm as decided during the June 17, 2015 regular board meeting.

SECRETARY: Board member

SISTER CITY BOARD
TWO-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Retha Lowe (Chair) 1301 12th Ave. South	06/26/12	H: 586-7276	YES	07/31/2014
Joseph Coicou 19 South C Street josephcoicou@gmail.com (Appointed by Vice Mayor – District 1)	07/16/13	H: 561-320-1675	YES	07/31/2014
Halle Cooper (Vice-Chair) 921 North L Street Hcooper45@yahoo.com	08/29/12	C: 584-0373	YES	07/31/2015
Cynthia Brown 1510 North N Street cindeebrown@ymail.com (Appointed by Vice Mayor – District 1)	03/07/2016	C: 561-797-5531	due by 4/7/16	07/31/2017
VACANT		H:	NA	07/31/2017
VACANT		H:	NA	07/31/2016
VACANT		H:	NA	07/31/2016

BOARD LIAISON

Commissioner Ryan Maier

W: 561-586-1734

The purpose of the Board is to assist and serve in an advisory capacity to the City Commission and the City Manager by making recommendations and providing information concerning the sister city program as well as other matters of interest, which are related to this program. The board initiates, plans, sponsors, organizes and promotes cultural exchanges. The board also provides support for international economic development programs, which the City supports, and acts as the City's official hosts for international guests. The board submits written reports to the City Commission and City Manager when deemed necessary.

Ord. No. 2010-26, effective 11/26/10, increased members to seven and staggered terms. The first five (5) members shall be appointed for a term of two (2) years, and two (2) members shall be appointed for a term of one (1) year. Thereafter, all succeeding members of said board shall be appointed for a term of two (2) years.

Established by Ordinance No. 2009-06, effective 03/13/09, comprised of five resident members appointed by the City Commission and one City Commissioner selected by the Commission to be a board liaison.

Ord. No. 2009-06, effective 3/13/09, a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Meetings: Second Monday of each month at 5:30 pm in the City Hall Conference Room.

SECRETARY: Board member



AGENDA DATE: May 17, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Contract for IFB 16-105 for Electric Meter Retirement Services to Vision Metering, LLC.

SUMMARY:

The Contract for IFB 16-105 Electric Meter Retirement Services to Vision Metering, LLC, for testing of electric meters prior to their retirement for an amount not to exceed \$47,250.00.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth's Electric Utility is replacing approximately 27,000 electric meters. The meters to be removed are required to be properly tested prior to retirement. On December 28, 2015, the City issued Invitation for Bids #16-105 (IFB) for Electric Meter Retirement Services and, specifically, sought the following retirement services for the meters:

1. End of life accuracy testing including FL, LL, and PF
2. Meter Manufacturer
3. Meter Type
4. Lake Worth's meter number
5. Meter Reading

On January 27, 2016, the City received only one bid from Vision Metering, LLC, in response to IFB 16-105. Joel Rutsky, Revenue Protection Manager, reviewed the bid. The bid is for \$47,250 and is consistent with the City's estimation. Vision Metering, LLC, will provide the City with an electronic file for the abovementioned services. Vision Metering, LLC, will also purchase the meters after retirement services are completed and will assume all freight charges. The services to be provided are set to commence within 30 days of City Commission approval.

On April 12, 2016, this item was reviewed by the Electric Utility Advisory Board.

MOTION:

I move to approve/disapprove the contract for IFB 16-105 for Electric Meter Retirement Services with Vision Metering, LLC in the amount not to exceed \$47,250.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Bid Tabulation

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$47,250	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	\$47,250	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:

Utilities /Electric						
Account Number	Account Description	Project #	FY2016 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6034-531.46-77	Repair/Maint Services/ Meters	N/A	\$47,250	\$271,801	-\$47,250	\$224,551

C. Department Fiscal Review: John Borsch, Electric Director



FINANCE OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

Addendum No. 1
IFB 16-105

ELECTRIC METER RETIREMENT SERVICES

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

CLARIFICATION:

- 1) "Contractor to purchase and retain old meter after testing".
 - a. Of the 27000 meters, what % are Polyphase and Residential Meters?
A: Approximately 5% (1300) Polyphase and 95% (25,700) Single Phase
 - b. Of the 27000 meters, what % are Electro-mechanical and Electronic meters?
A: Approximately 44% digital & 56% electro-mechanical
 - c. What is the minimum period City of Lake Worth requires contractor to retain meters?
A: No minimum period once meter has been tested
 - d. If after an assumed minimum 'retain period', are there any restrictions on what contractor can do with the retired meters?
A: No
 - e. Are there any known hazardous or restricted materials associated with the meters?
A: No

2) Is there a minimum time period after meter retirement (following dispatch of meter to contractor) that City of Lake Worth requires receipt of electronic file containing; End of Life accuracy, Meter Manufacturer, Meter Type, Meter Number & Meter Reading.

a. Is there a minimum freight size/weight, cycle period preference? Or is this defined by the contractor? E.g. are all 27000 meters ready for dispatch now, or is a minimum quantity per freight dispatch to contractor known.

A: The City of Lake Worth requires the receipt of the electronic file within 60 days of receiving the meters. No minimum freight size preference. Meters can be shipped as they are replaced. Our replacement will be an 8-12 month period. Shipping size can be determined by contractor.

b. Is there any packaging requirements for the retired meters ready for freight between locations? If so is there a preference, or is packaging at the contractor discretion?

A: Old meters will be boxed and stacked on pallets. Any special packaging is at the cost and discretion of the contractor.

3) Are there any requirements on the environment in which the retired meters will be retained and stored?

A: No

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with you proposal.

Issued By: City of Lake Worth
Finance Office
January 14, 2016

Signed By: 
Hirut Darge
Purchasing Agent

PROPOSER/Company

Company Name: _____

Signed By: _____ Print Name: _____

Title: _____ Date: _____

(B1)

BID PACKAGE COVER SHEET

IFB # 16-105

PROJECT TITLE: ELECTRIC METER RETIREMENT SERVICES

Bidder Company Name:

Vision Metering, LLC

Enclose the following documents:

1. Bid Package Cover Sheet (B1)

2. Bid (B2) **Must be signed**

3. Schedule of Bid Items (B3) **Must be signed**

None 4. Schedule of Sub-contractors (B4) - If none, mark "none".

5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.

6. List of References (B6)

7. Affidavit of Prime Bidder Re Non-collusion (B7)

8. Drug Free Certification (B8)



Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name None Address _____

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: Vision Metering, LLC

HQ Address: 7 Ross Cannon St ST SC Zip 29745

Phone: (803) 628 0035 Email: peter@visionmetering.com

FEIN: 27-3960535 State of Incorporated: SC

Print Name: Peter Edquist Title: Regional Sales Manager

SIGNATURE:  Date: 1/26/16

Sales Office: 7 Ross Cannon St, York ST SC Zip 29745

Sales Contact Name: Peter Edquist Title: Regional Sales Manager

Phone: (803) 628 0035 Email: peter@visionmetering.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of subcontract work
1.	<u>N/A</u> (company name)	<u>NONE</u> (type of work)	\$ _____
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	
2.	_____ (company name)	_____ (type of work)	\$ _____
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	
3.	_____ (company name)	_____ (type of work)	\$ _____
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: 

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

LIST OF REFERENCES

1. Owner's Name & Address: Florida Power + Light
6001 NW 70th Ave
Miami, FL 33166

Contact Person: Jose Brito - Manager Meter Services

Telephone: (305) 863 4840 Fax: () 305-863-4804 E-Mail: jose.l.brito@fpl.com

2. Owner's Name & Address: Dominion - Virginia Power
4111 Castlewood Rd
Richmond, VA 23234

Contact Person: Mike Crowley - Supervisor, Meter Shop

Telephone: () 804-271-2892 Fax: () 804-271-2883 E-Mail: Michael.Crowley@dom.com

3. Owner's Name & Address: Duke Energy
6325 Wilkinson Blvd
Charlotte

Contact Person: Cara Johnson - Meter Lab Supervisor

Telephone: () 704-395-4464 Fax: () 704-965-2068 E-Mail: Cara.Johnson@duke-energy.com



ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Vision Metering, LLC does:
(Name of Business)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid 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 bid, 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 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (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 the statement, I certify that this firm complies fully with the above requirements.


Bidders Authorized Signature

Print Name: DEBRA D. RUTH

1/26/16
Date



FINANCE OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

Addendum No. 1
IFB 16-105

ELECTRIC METER RETIREMENT SERVICES

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

CLARIFICATION:

- 1) "Contractor to purchase and retain old meter after testing".
 - a. Of the 27000 meters, what % are Polyphase and Residential Meters?
A: Approximately 5% (1300) Polyphase and 95% (25,700) Single Phase
 - b. Of the 27000 meters, what % are Electro-mechanical and Electronic meters?
A: Approximately 44% digital & 56% electro-mechanical
 - c. What is the minimum period City of Lake Worth requires contractor to retain meters?
A: No minimum period once meter has been tested
 - d. If after an assumed minimum 'retain period', are there any restrictions on what contractor can do with the retired meters?
A: No
 - e. Are there any known hazardous or restricted materials associated with the meters?
A: No

CITY OF YORK
BUSINESS LICENSE

2015
FEE INFORMATION

Fee: 7,107.37
Penalty: 0.00
Total Paid: 7,107.37



CITY OF YORK
BUSINESS LICENSE
2015

This License Expires March 31, 2016

License Number 7770

This license may be suspended or revoked if not in compliance with the City
Business License Tax Ordinance or other applicable City ordinances.

VISION METERING, INC.
7 ROSS CANNON STREET
YORK, SC 29745

Date Issued 06/04/2015

Electrical Equipment Manufacturing
335310/811
RANDY AUSTIN
7 ROSS CANNON ST, YORK, SC

LICENSE MUST BE DISPLAYED IN A CONSPICUOUS
PLACE

VISION METERING, INC.
7 ROSS CANNON STREET
YORK, SC 29745

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

VISION METERING, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on September 7th, 2010, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
16th day of June, 2015.


Mark Hammond, Secretary of State

Vision Metering, LLC

7 Ross Cannon Street
 York, SC 29745
 Tax ID Number 27-3960535

Phone: (803) 628-0035
 Fax: (803) 628-0282
 Web: www.visionmetering.com

Quote # 142879

Page 1 of 1

Printed: 1/25/2016 14:14:01

SOLD TO:

City of Lake Worth Utilities
 1900 Second Avenue North
 Lake Worth, FL 33461

SHIP TO:

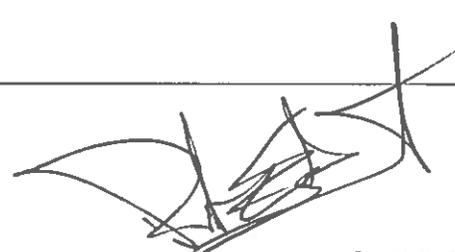
City of Lake Worth Utilities
 1900 Second Avenue North
 Lake Worth, FL 33461

Customer ID	Customer Reference #	Salesperson	Buyer Contact Person	Buyer Fax Number		
2520	RFQ	Brittany Lawrence	Joel Rutsky	561-586-1702		
Quote Date	Promised Ship Date	Exp. Date	Payment Terms	Shipping Method	F.O.B.	Site ID
10/13/2015	11/30/2015	11/30/2015	NET 30 DAYS	UPS FREIGHT	YORK, SC	MAIN

Line	Item ID	Quoted	U / M	Unit Price	Disc.	Extended	Tax
1	SV-VM-RETIREMENT	27000.0	EACH	1.75		\$47,250.00	

Retirement of Customer Owned Meters providing an electronic file which includes Meter Manufacturer, Meter Type, Meter Serial Number and/or Company Number. Vision Metering retains meter following retirement.

- * Test file will include end of life accuracy testing including FL, LL, and PF
- * Price reflects Vision's offer to pay \$1.00 per meter
- * Vision Metering handles all freight charges
- * Minimum of 5,000 meters per load

Comments


Sub-Total	\$47,250.00
Trade Discount (-)	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Tax	\$0.00
Total	\$47,250.00



City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB 16-105

ELECTRIC METER RETIREMENT SERVICES

Bid Submission Deadline

Date: January 27, 2016
Time: 3:00 PM
Location: City Hall
7 North Dixie Highway
Finance Office, 2nd Floor
Lake Worth, FL 33460



FINANCE OFFICE

7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

**INVITATION FOR BID
IFB 16-105**

ELECTRIC METER RETIREMENT SERVICES

The City of Lake Worth Electric Utility is soliciting bids from responsible and experienced contractors to perform electric meter retirement services.

The City of Lake Worth Electric Utility is replacing all of their electric meters and need to have all of their old electric meters go through the proper testing.

Bid documents may be downloaded at the City's website at www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on Wednesday, January 27, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth
Finance Office, 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID IFB 16-105.



Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post
January 3, 2016



ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

ACTION

Final Questions Due

Addendum Published

Proposals Due

COMPLETION DATE

January 13, 2016 3:00 PM

January 15, 2016 by 3:00 PM

January 27, 2016, 3:00 PM

SECTION 1 – SCOPE OF WORK

SCOPE OF WORK

The City of Lake Worth's Electric Utility, will be replacing their 27,000 electric meters. We need a contractor to perform the following retirement services:

Retirement of The City of Lake Worth's Electric Utility owned electric meters providing an electronic file which includes the following:

1. End of life accuracy testing including FL, LL, and PF
2. Meter Manufacturer
3. Meter Type
4. Lake Worth's meter number
5. Meter Reading

TECHNICAL SPECIFICATIONS

- Contractor to purchase and retain old meters after testing
- **CONTRACTOR WILL ASSUME ALL FREIGHT CHARGES**

END OF SECTION 1 – SCOPE OF WORK

SECTION 2 – SPECIAL TERMS

1. **LICENSES:** Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:
 - Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
 - Statement or proof of required insurance; and,
 - Proof of Proposer's Business Tax Receipt (as applicable).

2. **OTHER SPECIAL CONDITIONS:**
The services to be provided under this IFB are set to commence within 30 days of City Commission approval. All bidders must have all necessary equipment and/or personnel to commence on said time.

END OF SECTION 2 – SPECIAL TERMS

SECTION 3 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **The one (1) original and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth
Finance Office, 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of bid items
- B4 Schedule of Subcontractors
- B5 Vendor Verification
- B6 List of References
- B7 Affidavit of Prime Bidder Re Non-Collusions
- B8 Drug Free Certification

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **one hundred eighty (180) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontracts any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

9. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders 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 representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics 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. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder 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 IFB.

11. 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.

12. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

13. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

14. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the “best value” to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

15. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder.

17. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

18. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

19. PROTEST PROCEDURE. *Please see* section 2-115 of the City’s Procurement Code for the procedure.

20. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

22. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

23. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk.

Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder 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 bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB 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 IFB is at the sole risk and responsibility of the party submitting such proposal.

24. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 3 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB # 16-105	PROJECT TITLE: ELECTRIC METER RETIREMENT SERVICES
---------------------	--

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- _____ 5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. List of References (B6)
- _____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)
- _____ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

ELECTRIC METER RETIREMENT SERVICES

BID

IFB 16-105

Proposal of: _____
(Bidder Name)

Bid Amount: \$ _____
(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Small Business participation goal for this project is 15%.
9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

<i>Name</i>	<i>Address</i>
-------------	----------------

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

SCHEDULE OF BID ITEM

In accordance with the scope of work and specifications noted in this IFB document, page 4 following is the fixed price to provide all required services:

ITEM	UNIT PRICE	TOTAL PRICE
Meter Retirement Services		
Meter Purchase		

FREIGHT CHARGES WILL BE RESPONSIBILITIES OF VENDOR

CONFIRM

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ **Date:** _____

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	_____ \$ _____ <div style="display: flex; justify-content: space-between;"> (company name) (type of work) </div> <hr/> <div style="display: flex; justify-content: space-between;"> (address) (tel. #) </div> <hr/> <div style="display: flex; justify-content: space-between;"> (zip code) (federal I.D. #) </div>	
2.	_____ \$ _____ <div style="display: flex; justify-content: space-between;"> (company name) (type of work) </div> <hr/> <div style="display: flex; justify-content: space-between;"> (address) (tel. #) </div> <hr/> <div style="display: flex; justify-content: space-between;"> (zip code) (federal I.D. #) </div>	
3.	_____ \$ _____ <div style="display: flex; justify-content: space-between;"> (company name) (type of work) </div> <hr/> <div style="display: flex; justify-content: space-between;"> (address) (tel. #) </div> <hr/> <div style="display: flex; justify-content: space-between;"> (zip code) (federal I.D. #) </div>	
Total dollar amount to be awarded to sub-contractors (this page)		\$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

___ Yes ___ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

___ Yes ___ No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

LIST OF REFERENCES

1. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

ELECTRIC METER RETIREMENT SERVICES
IFB 16-105

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. _____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This ____ day of _____, 2014 by _____, who is _____
(title) of _____ and who is personally known to me or who has produced
_____ as identification.

Notary Public

ELECTRIC METER RETIREMENT SERVICES

IFB 16-105

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid 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 bid, 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 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (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 the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: _____

Date



City of Lake Worth

BID TABULATION - IFB 16-105 Electric Meter Retirement Services

BID OPENED: January 27, 2016 @ 3:00 pm

		Vision Metering, LLC		
ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Meter Retirement Services	27,000	\$ 2.75	\$ 74,250.00
2	Meter Purchase	27,000	\$ (1.00)	\$ (27,000.00)
TOTAL LUMP SUM AMOUNT:				\$ 47,250.00

	Bid (B2)	YES
	Schedule of Bid Items (B3)	YES
	Schedule of Sub-contractors (B4)	NONE
	Vendor Verification (B5)	YES
	List of References (B6)	YES
	Affidavit of Prime Bidder Re Non-Collusions (B7)	YES
	Drug Free Certification (B8)	YES
	Addenda #1	YES
	FREIGHT CHARGES RESPOSNABILITIS OF VENDOR	YES

Opened by: Hirut Darge



AGENDA DATE: May 17, 2016

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Addendum and Lease Agreement with the Florida Department of Transportation (FDOT) for rental of state right of way along Lake and Lucerne

SUMMARY:

The Addendum and Lease Agreement (Lease) provides for the lease of sidewalk rights-of-way along a portion of Lake Avenue and Lucerne Avenue between Dixie and Federal Highways from FDOT to the City for the use of such sidewalks by private businesses for sidewalk cafés and valet parking services. The Lease governs the terms, conditions, and division of responsibilities agreed to by the parties.

BACKGROUND AND JUSTIFICATION:

The Lease governs all sidewalks lying within the existing right-of-way of eastbound and westbound State Road S-802 a/k/a Lake Avenue (eastbound) and Lucerne Avenue (westbound) between Dixie Highway to the west and Federal Highway to the east (collectively, the "Sidewalks"). The Sidewalks may only be used for sidewalk cafes and valet parking services. The Lease is for five (5) years but the City may renew for an additional five (5) year term. The FDOT hired an appraiser to determine the market value of the rights-of-way, and the Lease provides for rent during the initial five (5) year term in the amount of \$2.50 per square foot for each sidewalk café and valet parking service. For existing sidewalk cafes and valet parking queues, the total amount to be paid in annual rent is estimated to be \$7,282.50. The City will collect this rent from its sidewalk café and valet parking permittees. The City's Sidewalk Café Ordinance and the Valet Parking Ordinance ensure that permittees are made subject to the FDOT Lease and that they agree to the Lease's terms and conditions which include, but are not limited to, insurance and indemnification requirements, the payment of rent, maintenance of the right-of-way, inspections, and termination provisions. The Lease also includes the payment of the FDOT's appraisal fee in the amount of \$8,850.00.

The initial payment to FDOT will be the sum of the first years' rental fee (\$7,282.50) and the appraisal fee (\$8,850) for a total of \$16,132.50. Years 2 through 5 of the lease will have a yearly fee of \$7,282.50 (rent only). The City will be collecting rental payments from the businesses in amount of \$11,652 annually to offset the costs of the FDOT rental fee and the ongoing maintenance of the right of way.

Attached are the proposed Lease Agreement and Addendum.

MOTION:

I move to approve / not approve the Lease Addendum and Agreement with the FDOT.

ATTACHMENT(S):

Fiscal Impact Analysis (none)

Lease Agreement and Addendum (including proposed rent)

City of Lake Worth and FDOT rent summary breakdown

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	16,132.50	7,282.50	7,282.50	7,282.50	7,282.50
External Revenues	11,652	11,652	11,652	11,652	11,652
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	(4,480.50)	4,369.50	4,369.50	4,369.50	4,369.50
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services						
Account Number	Account Description	FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
001-5010-519-34-50	Other Contractual Services	135,000	N/A	21,028.66	-16,132.50	4,896.16

C. Department Fiscal Review: ____JB____

LEASE AGREEMENTITEM/SEGMENT NO.: 230337-2MANAGING DISTRICT: FOURF.A.P. NO.: N/ASTATE ROAD NO.: 802 (Lake Ave. & Lucerne Ave.)COUNTY: PALM BEACHPARCEL NO.: EXCESS PARCEL 2563

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and The City of Lake Worth, a political subdivision of the State of Florida, 7 N. Dixie Highway, Lake Worth, FL 33460 (hereinafter called the Lessee).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property and Term.** Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of five (5) years beginning 7/7/2016 and ending 7/6/2021. This Lease may be renewed for an additional five (5) years term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor ninety (90) days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. **Use.** The leased property shall be used solely for the purpose of sidewalk cafes / valet parking queue. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. **Rent.** Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of see addendum plus applicable tax, for each year of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to Florida Department of Transportation, Office of Right of Way, Attn: Property Management, 3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309.

Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. **Improvements.** No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Four of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this

Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than five hundred thousand dollars (\$ 500,000.00) for property damage, or a combined coverage of not less than one million dollars (\$ 1,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be

canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:
City of Lake Worth, Attn: City Manager, 7 N. Dixie Highway, Lake Worth, FL 33460

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

City of Lake Worth
Lessee (Company Name, if applicable)

By: _____
District Four Secretary

BY: _____

Gerry O'Reilly, P.E.
Print Name

Pam Triolo
Print Name

Attest: _____

Title: Mayor

Name/Title: Alia Channel, Executive Secretary

Attest: _____ (SEAL)

LEGAL REVIEW:

Print Name

District Counsel

Title: City Clerk

Laurice C. Mayes, Esq.
Print Name

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY:

Glen J. Torcivia, City Attorney

ADDENDUM

This is an addendum to that certain Lease Agreement between the The City of Lake Worth, a political subdivision of the State of Florida (City or Lessee) and the State of Florida Department of Transportation (Department or Lessor) dated the ____ day of _____, 2016. In addition to the provisions contained in said Lease, the following terms and conditions shall be deemed to be part of thereof pursuant to Paragraph 9(d) of said Lease:

1. The Department acknowledges and agrees that the City may issue sidewalk café permits and valet parking permits pursuant to City's local codes and ordinances and subject to any rules, regulations and/or procedures of the Department.
2. City shall clearly delineate and mark the subject premises so that any third party user shall not encroach beyond the property that is the subject of this lease. For public safety and aesthetics, the third party user's maintenance responsibilities must encompass its specific delineated area, any spillover to adjacent areas and the curbside.
3. In the event that the City issues permits or enters into an agreement for the premises that are the subject of this agreement, such third party user shall be required in any such permit or agreement to indemnify the Department and provide public liability, food products liability, liquor liability and property damage insurance with limits of not less than the amount as stated in Section 7 of the Lease (Insurance). Any such insurance or certificate shall also name the Department as an additional insured with 30 days notice to be given to the City and the Department in the event of any intended cancellation of such policy. A copy of the insurance certificate shall be provided to the Department within ten (10) days of issuance of a permit or agreement.
4. Consideration for the first five (5) year term shall be **\$2.50** per square foot for each permitted sidewalk café and valet parking queue, paid annually beginning July 7th 2016. For the rental period beginning July 7th 2016, rent shall be **\$7,282.50 annually**, unless adjusted per paragraph 8, herein. All other terms under Section 3 of the Lease Agreement remain.
5. As part of this Agreement, City shall reimburse the **\$8,850.00** appraisal fee incurred by the Department. This amount may be paid in lump sum at any time or in annual installments of **\$1,770.00**, which would be included with the consideration in item 4, above if installment payments are chosen. If this lease terminates for any reason prior to July 6, 2021, any remaining balance of the appraisal fee shall be due to the Department.
6. The City is required, and does hereby agree, to assume the responsibility for performing periodic inspections of the leased premises for compliance with the terms of the Lease and with necessary clearance and setback requirements as set forth in the following:
 - a. Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System – Topic No. 625-010-003 (Department Procedure)
 - b. Plans Preparation Manual (PPM) – Topic No. 625-000-007 (Department Procedure)
 - c. Facilities Access for Persons with Disabilities (ADA Compliance) – Topic No. 625-020-015 (Department Procedure)
7. City is required to submit an annual report by June 1st of each year that contains the following:
 - a. Current insurance certificates from each permittee with the Department named as an additional insured;
 - b. A statement that the premises have been inspected and meet all governmental requirements and necessary clearance and setback requirements (e.g., design standards, landscaping, maintenance, ADA compliance);
 - c. A list of current permittees/licenses;
 - d. A statement that the public purpose stated in the resolution continues to exist and justifies the commercial end-use; and
 - e. A sketch of each location where a sidewalk café or valet queue has been permitted or where there is the potential to issue a permit for a sidewalk café or valet queue. Each sketch must include a delineation of the permitted area with dimensions and square footage shown.

- f. The Department must approve the annual report. The City agrees to promptly correct any deficiencies identified by the Department.
- 8. The City shall notify the Department of any new or cancelled permits by December 1st and June 1st of each year. This also includes any sidewalk cafes or valet parking queues no longer operating on Department right of way. The rent for the following year will be adjusted accordingly.
- 9. Any modifications to the size, configuration or use of the lease area must be pre-approved by the Department in writing after the City provides appropriate documentation of its proposed plans.
- 10. There is no inherent right of extension or renewal of the Lease. Any termination or expiration of the Lease will automatically terminate any sidewalk cafe or valet parking queue permits issued by the City at which time all items must be removed from the lease area.
- 11. The use of the Department's right-of-way is subject to any and all utility permits and access permits that have been issued or may be issued by the Department in the future.
- 12. Section 6 of the Lease is hereby amended as follows: The City acknowledges the limited waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and agrees to be fully responsible for any losses, costs, damages, claims, or suits to the extent permitted by such statute. Nothing herein is intended to serve as a waiver of sovereign immunity by the City, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Lease Agreement.
- 13. The Department recognizes that the City is self-insured. Section 7 of the lease shall remain in force, where applicable. The City remains responsible for item 7a, b, and c above.
- 14. There are no third party beneficiaries to the Lease Agreement

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first written above.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION (LESSOR)**

Date: _____

By: _____
Gerry O'Reilly, P.E., District Four Secretary

APPROVED AS TO FORM:

By: _____
Laurice Mayes, Senior Attorney

Attest: _____
Alia Channel, Executive Secretary

CITY OF LAKEWORTH (LESSEE)

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM:

By: _____
Glen J. Torcivia, City Attorney

Attest: _____
City Clerk

PUBLIC PURPOSE LEASE AGREEMENT
BETWEEN STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION AND THE CITY
OF LAKE WORTH, FLORIDA

EXHIBIT "A"

LEGAL DESCRIPTION

All sidewalks lying within the Existing Right of Way of Eastbound and Westbound State Road S-802, also known as Lake Avenue (Eastbound) and Lucerne Avenue (Westbound) and lying East of the Easterly Existing Right of Way for Dixie Highway and lying West of the Westerly Existing Right of Way for Federal Highway, according to the plat thereof recorded in Plat Book 2, Page 29-40 of the Public Records of Palm Beach County, Florida, all as shown on that Florida Department of Transportation Right of Way map for Section 93180-2508 State Road S-802, less six (6) feet of the sidewalk from the back of curb projected as a straight line between city blocks.

Exhibit "B" 2016 LAKEWORTH CITY SIDEWALK CAFÉ PERMITS AND FDOT SQFT/RENT

Address	Restaurant	FDOT PERMIT REQ'D	SQUARE FOOTAGE FDOT	FDOT PROPOSED RENT
419 Lake Ave	Tooday's	Yes	300.00	\$ 750.00
512 Lake Ave	Kilwins	Yes	220.00	\$ 550.00
514 Lake Ave	Starbucks	Yes	308.00	\$ 770.00
517 Lake Ave	Nature's Way Café	Yes	120.00	\$ 300.00
606 Lake Ave	CI's Island Grill	Yes	0.00	\$ -
608 Lake Ave	Downtown Pizza	Yes	72.00	\$ 180.00
610 Lake Ave	Pelican	Yes	72.00	\$ 180.00
621 Lake Ave	Aussie Boom / Brogues	Yes	0.00	\$ -
632 Lake Ave	Dave's Last Resort	Yes	140.00	\$ 350.00
701 Lake Ave	Rotelli Pizza	Yes	0.00	\$ -
717 Lake Ave	Callaro's	Yes	195.00	\$ 487.50
717 Lake Ave	Callaro's valet	Yes	1280.00	\$ 3,200.00
7 N J ST	Rhum Shack	Yes	0.00	\$ -
806 Lake Ave	Little Munich	Yes	140.00	\$ 350.00
817 Lake Ave	Safire	Yes	0.00	\$ -
821 Lake Ave	The French House	Yes	0.00	\$ -
701 Lucerne Ave	Rustico Italiano	Yes	66.00	\$ 165.00
2,913.00				

Land Value/SF	Annual Market Rental Rate	Land Rental Rate/SF	FDOT APPRAISAL FEE
\$50.00	5%	\$2.50	
			\$ 7,282.50
			\$ 8,850.00
			\$ 16,132.50

FDOT PERMIT (RENT) VS. CITY SIDEWALK CAFÉ PERMITS

Address	Restaurant	FDOT PERMIT REQ'D	CITY S/W CAFÉ PERMIT req'd	SQUARE FOOTAGE FDOT	FDOT PROPOSED RENT (\$2.50 / SF)	CITY'S PROPOSED SW CAFÉ PERMIT FEES 2016-2020 (\$4.00 / SF)
419 Lake Ave	TooJay's	Yes	Yes	300.00	\$ 750.00	\$ 1,200.00
512 Lake Ave	Kilwins	Yes	Yes	220.00	\$ 550.00	\$ 880.00
514 Lake Ave	Starbucks	Yes	Yes	308.00	\$ 770.00	\$ 1,232.00
517 Lake Ave	Nature's Way Café	Yes	Yes	120.00	\$ 300.00	\$ 480.00
606 Lake Ave	CJ's Island Grill	No	No	0.00	\$ -	\$ -
608 Lake Ave	Downtown Pizza	Yes	Yes	72.00	\$ 180.00	\$ 288.00
610 Lake Ave	Pelican	Yes	Yes	72.00	\$ 180.00	\$ 288.00
621 Lake Ave	Aussie Boom / Brogues	No	No	0.00	\$ -	\$ -
632 Lake Ave	Dave's Last Resort	Yes	Yes	140.00	\$ 350.00	\$ 560.00
701 Lake Ave	Vacant	No	No	0.00	\$ -	\$ -
717 Lake Ave	Callaro's	Yes	Yes	195.00	\$ 487.50	\$ 780.00
717 Lake Ave	Callaro's	Yes	Yes	1280.00	\$ 3,200.00	\$ 5,120.00
7 N J ST	Rhum Shack	No	No	0.00	\$ -	\$ -
806 Lake Ave	Little Munich	Yes	No	140.00	\$ 350.00	\$ 560.00
817 Lake Ave	Safire	No	No	0.00	\$ -	\$ -
821 Lake Ave	The French House	No	No	0.00	\$ -	\$ -
701 Lucerne Ave	Rustico Italiano	Yes	Yes	66.00	\$ 165.00	\$ 264.00
					\$ 7,282.50	\$ 11,652.00
FDOT APPRAISAL FEE					\$ 8,850.00	
DUE 11/1/15					\$ 16,132.50	



AGENDA DATE: May 17, 2016

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Change Order 1 for Rosso Site Development for 6th Ave South - Dixie to Federal construction project

SUMMARY:

Change Order #1 for Rosso Site Development for the 6th Ave South – Dixie Hwy to Federal Hwy Roadway Improvements Project for unforeseen roadway/subgrade conditions in an amount not to exceed \$53,000.00.

BACKGROUND AND JUSTIFICATION:

On April 21, 2015, the City awarded a Task Order to Craven Thompson and Associates for the design of the 6th Ave South construction project. The design included the construction of new ADA curb ramps, minor existing sidewalk and curbing repair, extensive asphalt milling work to reconstitute the roadway grades, pavement overlay, and striping and signage.

On October 28, 2015, the City received four (4) bids for the construction of the project. Rosso Site Development as the lowest and most responsive bidder, was awarded the project on December 14, 2015 with a corresponding construction contract with the City.

The Rosso Site Development mobilized to the site in late January 2016 and began demolition of the existing curb ramps according to the design plans. Immediately upon commencing demolition work, it was brought to the attention of the City's project manager/inspector that the existing roadway conditions were inconsistent with the design plan. The City directed that the contractor perform a subsurface investigation (cores). The investigation revealed that existing pavement (subgrade, baserock, asphalt) was located at each alley intersection every 150 feet. The original engineering design was based on numerous asphalt cores however, they were drilled only at sections of roadway "mid-block" between South J St, South K St, South L St, and South M St. As a result, the design engineer did not expect the underlying conditions at the alleys which had to be addressed.

Based on the survey of the roadway performed by the original design consultant, the Contractor was able to re-design the roadway in a manner that was consistent with City's standards, maintain the drainage characteristics of the street, and also incorporate new curbing and new sidewalks along the entire project. The re-design of the project provided the City with new curbing and sidewalks where existing ones were originally going to remain. Overall, the revised project resulted in improvements to the safety of pedestrians, bicyclists, and vehicles with still meeting the original intent of the project design.

MOTION: I move to approve / not approve Change Order #1 in an amount not to exceed \$53,000 for Rosso Site Development for the 6th Ave South – Dixie Hwy to Federal Hwy Roadway Improvements Project.

ATTACHMENT(S):

Fiscal Impact Analysis

Change Order #1 – Rosso Site Development

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	53,000	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	53,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services						
Account Number	Account Description	FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
408-5090-538-63-15	Improve other than Build / Infrastructure	142,000	ST1601	30,000	-30,000	0.00
408-5090-538-46-40	Repair/Maint Serv/Infrastructure	100,000	ST1601	57,000	-23,000*	34,000

*Funds to be transferred from 408-5090-538-46-40 into 408-5090-538-63-15 upon approval of item.

C. Department Fiscal Review: ___JB___



PUBLIC SERVICES DEPARTMENT - ADMINISTRATION
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1720

CHANGE ORDER

Project Number/ Name: 6th Avenue South Roadway Improvements Project

Contractor: Rosso Site Development.

Change Order Number: 001

Change Order Effective Date: 05/17/16 **Contractor Phone:** 561-689-0889

Change Order Type: Additional Work

Description of Change:

This Change Order is for the additional work that will be performed by the Contractor regarding the project re-design due to unforeseen roadway conditions. Through subsurface investigation performed by the contractor as directed by the City, it was discovered that the City years ago had reconstructed the alleys and cross streets that ran perpendicular to 6th Ave South, hence an existing pavement section (subgrade, baserock, asphalt) that changed every 150'.

The original design of the engineer was based on numerous asphalt cores that were performed on the roadway between Dixie Hwy and Federal Hwy to determine the most appropriate design. These cores coincidentally were not taken at the cross streets or alleys, but only at sections of roadway "mid-block" between South J St, South K St, South L St, and South M St. As a result, the design engineer nor the City would expect that the underlying pavement section consisting of subgrade, baserock, and asphalt varied in thicknesses approximately every 150'.

The resulting inconsistency in pavement section would not allow the original design plan to work because the gradation of the roadway and milling work that were designed would have effectively removed entire sections of existing asphalt and baserock and then called for a 1.5" asphalt overlay over what was left over which was sand.

The City worked with the Contractor to determine viable and cost effective solutions that would still allow the project to be completed, but would entail field revisions and field design. Based on the survey of the roadway performed by the original design consultant, the Contractor was able to re-design the roadway in a manner that was consistent with City's standards, maintain the drainage characteristics of the street, and also incorporate new curbing and new sidewalks along the entire project. The re-design of the project provided the City with new curbing and sidewalks that were originally supposed to remain. .

The City requests your approval of the Change Order amount of \$52,259.19.

APPLICATION AND CERTIFICATE OF PAYMENT

TO (owner): City of Lake Worth
1749 3rd Ave South
Lake Worth, FL 33460
-

PROJECT: 6th Ave South
PROJECT #: 15-118
ROSSO JOB #: 01-15098
ENGINEER:

APPLICATION #: 5/F
PERIOD ENDING: 5/25/2016
COMMENCEMENT DATE: _____
ORIGINAL CONTRACT PERIOD: _____
EXTENDED CONTRACT PERIOD: _____
CONTRACT COMPLETION DATE: _____

DISTRIBUTED TO:
 OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

FROM Rosso Site Development, Inc.
(contractor): 1302 South J Street
Lake Worth, FL 33460

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703 is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 282,726.18
2. Net change by change Orders.....	\$ 52,259.19
3. CONTRACT SUM TO DATE.....	\$ 334,985.37
4. TOTAL COMPLETED & STORED TO DATE	\$ 334,985.37
5. RETAINAGE:	
A. 0% of completed work	\$ -
B. 0% of stored material	\$ -
TOTAL RETAINAGE	\$ -
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$ 334,985.37
7. Less Previous Certificates For Payment	\$ (245,790.03)
8. CURRENT PAYMENT DUE.....	\$ 89,195.34
9. Balance To Finish, Including Retainage (Line 3 Less Line 6)	\$ 0.00

CONTRACTOR'S CERTIFICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ DATE: _____

Blair R Simpson/Vice President

State of: **Florida**

County of: **Palm Beach**

Subscribed and sworn to before me this 3rd day of May, 2016

Notary Public: _____
Commission Exp: _____

Seal:

CONSULTANT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED.....\$ _____

(Attach explanation if amount certified differs from the amount applied for initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudiceto any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved previous month		
Quantity Changes & Changes in the field		
Total approved this Month		
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$0.00	

OWNER:
 City of Lake Worth
 1749 3rd Ave South
 Lake Worth, FL 33460

ROSSO
 Site Development
 1302 South J Street
 Lake Worth, FL 33460
 (561) 689-0889

PAY APP #: 5/F
 TO DATE: May 25, 2016
 PROJECT: 6th Ave South
 PRJ #: 15-118
 ROSSO JB #: 01-15098

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT AMT				PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO-DATE QTY	TO-DATE AMOUNT	% COMPLETE	BALANCE TO COMPLETION	RETAINAGE
		QTY	UNIT	UNIT PRICE	TOTAL									
REGULAR ROADWAY PAY ITEMS														
GENERAL CONDITIONS														
1.	Mobilization	1	LS	\$ 26,345.17	\$ 26,345.17	0.75	\$ 19,758.88	0.25	\$ 6,586.29	1.00	\$ 26,345.17	100.00%	\$ -	\$ -
2.	Testing and Maintenance of Traffic	1	LS	\$ 11,998.80	\$ 11,998.80	0.75	\$ 8,999.10	0.25	\$ 2,999.70	1.00	\$ 11,998.80	100.00%	\$ -	\$ -
3.	Environmental Protection Plan (NPDES & SWPPP)	1	LS	\$ 513.70	\$ 513.70	0.75	\$ 385.28	0.25	\$ 128.43	1.00	\$ 513.70	100.00%	\$ -	\$ -
ROADWAY														
4.	Mill Existing Asphalt Roadway (1.75" Avg)	6,700	SY	\$ 2.94	\$ 19,698.00	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 19,698.00	\$ -
5.	Mill Existing Asphalt Roadway (0.75" Avg)	531	SY	\$ 8.72	\$ 4,630.32	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 4,630.32	\$ -
6.	Mill Existing Paved over existing curb (1 1/2" Avg. Depth)	731	SY	\$ 20.93	\$ 15,299.83	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 15,299.83	\$ -
7.	Remove & Dispose Existing Asphalt Pavement Section	208	SY	\$ 16.62	\$ 3,456.96	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 3,456.96	\$ -
8.	Furnish and Install 1" Type S-III Asphalt Overlay	6,700	SY	\$ 7.14	\$ 47,838.00	4766.00	\$ 34,029.24	326.00	\$ 2,327.64	5092.00	\$ 36,356.88	76.00%	\$ 11,481.12	\$ -
9.	Furnish and Install 1 1/4" Type S-III Asphalt Overlay	531	SY	\$ 12.81	\$ 6,802.11	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 6,802.11	\$ -
10.	Furnish and Install 1 1/4" Type S-I Asphalt (First Lift)	95	SY	\$ 21.24	\$ 2,017.80	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 2,017.80	\$ -
11.	Furnish and Install 3/4" Type S-III Asphalt (Final Lift)	95	SY	\$ 18.70	\$ 1,776.50	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 1,776.50	\$ -
12.	Pavement Restoration	105	SY	\$ 42.81	\$ 4,495.05	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 4,495.05	\$ -
13.	Furnish & Install Type 'F' Curb & Gutter/Drop Curb	855	LF	\$ 23.57	\$ 20,152.35	2314.00	\$ 54,540.98		\$ -	2314.00	\$ 54,540.98	270.64%	\$ (34,388.63)	\$ -
14.	Furnish & Install Type 'D' Curb	296	LF	\$ 19.52	\$ 5,777.92	326.00	\$ 6,363.52		\$ -	326.00	\$ 6,363.52	110.14%	\$ (585.60)	\$ -
15.	Furnish & Install 6" Stamped Concrete (Traffic Choker)	63	SY	\$ 100.58	\$ 6,336.54	0.00	\$ -	63.00	\$ 6,336.54	63.00	\$ 6,336.54	100.00%	\$ -	\$ -
16.	Furnish & Place 6" Limerock Base LBR-100 (Traffic Choker)	63	SY	\$ 52.82	\$ 3,327.66	0.00	\$ -	63.00	\$ 3,327.66	63.00	\$ 3,327.66	100.00%	\$ -	\$ -
17.	Furnish & Place 12" Limerock Base LBR-100 (Traffic Choker)	95	SY	\$ 45.02	\$ 4,276.90	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 4,276.90	\$ -
18.	Furnish & Place 12" Stabilized Subgrade (Traffic Choker)	158	SY	\$ 25.01	\$ 3,951.58	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 3,951.58	\$ -
19.	Furnish & Place Clean Fill (within choker islands)	41	CY	\$ 42.92	\$ 1,759.72	0.00	\$ -	41.00	\$ 1,759.72	41.00	\$ 1,759.72	100.00%	\$ -	\$ -
20.	Furnish & Place Mulch (3") (within choker islands)	50	SY	\$ 4.20	\$ 210.00	0.00	\$ -	50.00	\$ 210.00	50.00	\$ 210.00	100.00%	\$ -	\$ -
21.	Remove & Dispose Existing Concrete Sidewalk and Install New 6" Thick Concrete Sidewalk- (includes ADA Ramps)	368	SY	\$ 73.70	\$ 27,121.60	153.33	\$ 11,300.42		\$ -	153.33	\$ 11,300.42	41.67%	\$ 15,821.18	\$ -
22.	Furnish and Install Cast-in-place Truncated Domes	425	SF	\$ 17.61	\$ 7,484.25	416.00	\$ 7,325.76		\$ -	416.00	\$ 7,325.76	97.88%	\$ 158.49	\$ -
DRAINAGE														
23.	Remove Existing Curb & Gutter Frame & Grate and Install new valley gutter grate (adjacent to select handicap ramps)	14	EA	\$ 420.00	\$ 5,880.00	7.00	\$ 2,940.00		\$ -	7.00	\$ 2,940.00	50.00%	\$ 2,940.00	\$ -
24.	Remove Existing Type 5 Curb Inlet Top	2	EA	\$ 472.50	\$ 945.00	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 945.00	\$ -
25.	Furnish & Install Type 9 Curb Inlet Top	2	EA	\$ 420.00	\$ 840.00	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 840.00	\$ -
26.	Adjust Existing Manhole to Finished Grade (incl Franchise Utility)	3	EA	\$ 315.00	\$ 945.00	2.00	\$ 630.00		\$ -	2.00	\$ 630.00	66.67%	\$ 315.00	\$ -
27.	Adjust Existing Valve Box to Finished Grade	2	EA	\$ 157.50	\$ 315.00	0.00	\$ -		\$ -	0.00	\$ -	0.00%	\$ 315.00	\$ -
PAVEMENT MARKINGS & SIGNAGE														
28.	Remove & Dispose Existing Sign Post Assembly	8	EA	\$ 26.25	\$ 210.00	0.00	\$ -	9.00	\$ 236.25	9.00	\$ 236.25	112.50%	\$ (26.25)	\$ -
29.	Furnish & Install Sign Single Post Assembly (<12 SF)	25	EA	\$ 362.25	\$ 9,056.25	0.00	\$ -	16.00	\$ 5,796.00	16.00	\$ 5,796.00	64.00%	\$ 3,260.25	\$ -
30.	Furnish & Install Sign Single Post Assembly (12-20 SF)	12	EA	\$ 446.25	\$ 5,355.00	0.00	\$ -	3.00	\$ 1,338.75	3.00	\$ 1,338.75	25.00%	\$ 4,016.25	\$ -
31.	Furnish & Install Solid Traffic Stripe, Thermoplastic, (6") White	2,073	LF	\$ 0.89	\$ 1,844.97	0.00	\$ -	2726.00	\$ 2,426.14	2726.00	\$ 2,426.14	131.50%	\$ (581.17)	\$ -
32.	Furnish & Install Solid Traffic Stripe, Thermoplastic, (12") White	1,239	LF	\$ 1.58	\$ 1,957.62	0.00	\$ -	1156.00	\$ 1,826.48	1156.00	\$ 1,826.48	93.30%	\$ 131.14	\$ -
33.	Furnish & Install Solid Traffic Stripe, Thermoplastic, (18") White	195	LF	\$ 2.26	\$ 440.70	0.00	\$ -	529.00	\$ 1,195.54	529.00	\$ 1,195.54	271.28%	\$ (754.84)	\$ -
34.	Furnish & Install Solid Traffic Stripe, Thermoplastic, (24") White	1,444	LF	\$ 3.26	\$ 4,707.44	0.00	\$ -	252.00	\$ 821.52	252.00	\$ 821.52	17.45%	\$ 3,885.92	\$ -
35.	Furnish & Install Solid Traffic Stripe, Thermoplastic, (6") Yellow (Includes Double Yellow)	3,736	LF	\$ 1.79	\$ 6,687.44	0.00	\$ -	3589.00	\$ 6,424.31	3589.00	\$ 6,424.31	96.07%	\$ 263.13	\$ -

OWNER:
 City of Lake Worth
 1749 3rd Ave South
 Lake Worth, FL 33460



PAY APP #: 5/F
 TO DATE: May 25, 2016
 PROJECT: 6th Ave South
 PRJ #: 15-118
 ROSSO JB #: 01-15098

* CHANGE ORDERS *

ITEM NO.	CHANGE ORDER DESCRIPTION	CHANGE ORDER				PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TO-DATE QTY	TO-DATE AMOUNT	% COMPLETE	BALANCE TO COMPLETION	RETAINAGE
		QTY	UNIT	UNIT PRICE	TOTAL									
ALTERNATIVE BID														
A1	Furnish and Install 1" Type S-III Asphalt, Overbuild	100	TN	\$ 168.00	\$ 16,800.00	100.00	\$ 16,800.00		\$ -	100.00	\$ 16,800.00	100.00%	\$ -	\$ -
A2	Furnish and Install Asphalt Speed Hump	1	EA	\$ 2,730.00	\$ 2,730.00	0.00	\$ -	1.00	\$ 2,730.00	1.00	\$ 2,730.00	100.00%	\$ -	\$ -
A3	Furnish & Install Sign Single Post Assembly (<12 SF)	4	EA	\$ 362.25	\$ 1,449.00	0.00	\$ -	2.00	\$ 724.50	2.00	\$ 724.50	50.00%	\$ 724.50	\$ -
CHANGE ORDER 1														
CO1.1	Clearing & Grubbing	1	LS	\$ 51,917.55	\$ 51,917.55	1.00	\$ 51,917.55		\$ -	1.00	\$ 51,917.55	100.00%	\$ -	\$ -
CO1.2	Mill Butt Joint Along Existing Curb	55	SY	\$ 59.92	\$ 3,295.60	55.00	\$ 3,295.60		\$ -	55.00	\$ 3,295.60	100.00%	\$ -	\$ -
CO1.3	4" Concrete Sidewalk	970	SY	\$ 49.91	\$ 48,412.70	1000.50	\$ 49,934.96		\$ -	1000.50	\$ 49,934.96	103.14%	\$ (1,522.26)	\$ -
CO1.4	Sodding	1	LS	\$ 7,810.40	\$ 7,810.40	0.00	\$ -	1.00	\$ 7,810.40	1.00	\$ 7,810.40	100.00%	\$ -	\$ -
CO1.5	Adjust Existing Hood and Grate to Grade	9	EA	\$ 420.00	\$ 3,780.00	2.00	\$ 840.00		\$ -	2.00	\$ 840.00	22.22%	\$ 2,940.00	\$ -
CO1.6	Additional MOT	1	LS	\$ 5,385.00	\$ 5,385.00	0.75	\$ 4,038.75	0.25	\$ 1,346.25	1.00	\$ 5,385.00	100.00%	\$ -	\$ -
	Original Contract Quantity Deduction	1	LS	\$ (87,178.82)	\$ (87,178.82)								\$ (87,178.82)	
	Alternate/Change Order Deduction	1	LS	\$ (2,142.24)	\$ (2,142.24)								\$ (2,142.24)	
TOTAL CHANGE ORDERS & ALTERNATES					\$ 52,259.19	\$ 126,826.86	\$ 12,611.15	\$ 139,438.01	266.82%	\$ (87,178.82)	\$ -			
TOTAL CONTRACT INCLUDING CO'S					\$ 334,985.37	\$ 273,100.03	\$ 61,885.34	\$ 334,985.37	\$ 0.00	\$ -				

Price of Original Contract: \$282,726.18 (authorized by Commission on (December 14, 2015))

Price of Current Change Order: \$52,259.19

Price of Updated Contract: \$334,985.37

Basis of Price Change: x Unit Price _____ Time & Material _____ Lump Sum

Contract Time Change:

_____ No Change X Extended (60) Days _____ Decreased () Days

Reviewed and Accepted by: Rosso Site Development, Inc.
(Contractor Name)

Contractor Representative (Signature)	Title	Date

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. The CONTRACTOR hereby releases the OWNER from any and all liability, including any and all claims, including but not limited to requests for equitable adjustment, which it may have as of the date of this CHANGE ORDER.

CITY OF LAKE WORTH, FLORIDA

By: _____
Jamie Brown, Director of Public Services

CONTRACTOR: **ROSSO SITE DEVELOPMENT, INC.**

By: _____

[Corporate Seal] Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as _____, Rosso Site Development., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public _____
Print Name:

My commission expires:



AGENDA DATE: May 17, 2016, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 26-2016 - to authorize the submission of a grant application to the South Florida Water Management District

SUMMARY:

The Resolution authorizes the submission of an application to South Florida Water Management District for funding assistance in the amount of \$100,000 under the Cooperative Funding Program. These funds will be used to assist with the purchase and installation of an internal backflow device inside the 72" outfall pipe located at 17th Avenue South.

BACKGROUND AND JUSTIFICATION:

The South Florida Water Management District (SFWMD) has announced the Cooperative Funding Program in order to partner with local governments and other entities to support local storm management, alternative water supply and water conservation projects. Grant funds under this program have been made available on a competitive basis for eligible projects throughout the sixteen county region under the jurisdiction of SFWMD that are related to flood control, water supply, water quality and ecosystem restoration. Such projects must be construction-ready or ready-to-implement conservation technology projects that can provide the most immediate benefits. Proposed projects must be constructed/implemented during the period of October 1, 2016 through September 30, 2018.

If awarded, the installation of a backflow prevention device at the 17th Avenue South outfall will restrict the tidal inflows and maximize storage capacity in the upstream piping, thereby mitigating flooding and repetitive loss damages to the surrounding properties. This location is of significance as this outfall system is connected to two FDOT roadways – Federal Highway and Dixie Highway- that are critical evacuation routes and major collectors within the City.

Resolution No. 26-2016 authorizes the submission of an application by the City to SFWMD for grant funding in the amount of \$100,000 under the Cooperative Funding Program. These funds will be used to assist with the purchase and installation of an internal backflow device inside the 72" outfall pipe located on 17th Avenue South. The City is required to provide a local cost share match of \$100,000 for this purpose.

The City's application must be submitted by the announced deadline of May 20, 2016.

MOTION:

I move to approve/not approve Resolution No. XX-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	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

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

C. Department Fiscal Review: _____

1
2
3 RESOLUTION NO. 26-2016 OF THE CITY OF LAKE WORTH, FLORIDA,
4 AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE SOUTH FLORIDA
5 WATER MANAGEMENT DISTRICT FOR GRANT FUNDS PROVIDED THROUGH THE
6 COOPERATIVE FUNDING PROGRAM IN THE AMOUNT OF \$100,000; PROVIDING
7 FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
8
9

10 WHEREAS, the South Florida Water Management District ("SFWMD") is
11 continually looking for cost-effective strategies to protect the region's water resource; and
12

13 WHEREAS, the SFWMD governing Board has approved the Cooperative Funding
14 Program as a way to partner with local governments and other entities to support local
15 stormwater management, alternative water supply and water conservation projects; and
16

17 WHEREAS, these Cooperative Funding Program grant funds will be made
18 available on a competitive basis for eligible projects throughout the SFWMD sixteen
19 county region that are related to flood control, water supply, water quality and ecosystem
20 restoration; and
21

22 WHEREAS, these eligible projects must be construction ready or ready to
23 implement during the period of October 1, 2016 through September 30, 2018; and
24

25 WHEREAS, the City of Lake Worth desires to submit an application for funding to
26 SFWMD under the Cooperative Funding Program in the amount of \$100,000 for the
27 purchase and installation of an internal backflow device inside the outfall pipe at 17th
28 Avenue South; and
29

30 WHEREAS, the City is required to provide a matching cost share of \$100,000 for
31 these Cooperative Funding Program funds; and
32

33 WHEREAS, the City must submit its application by the announced deadline of May
34 20, 2016.
35

36 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE
37 WORTH, FLORIDA, that:
38

39 SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby authorizes
40 the submission of an application to the South Florida Water Management District for grant
41 funding made available through the Cooperative Funding Program in the amount of
42 \$100,000 for the purchase and installation of a backflow prevention device inside the
43 outfall pipe at 17th Avenue South.
44

45 SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes
46 the Mayor to execute all related documents necessary for this purpose.

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Page 2, Resolution No. 26-2016

SECTION 3: Upon execution of the Resolution, one copy shall be provided to the Public Services Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This Resolution shall become effective upon adoption.

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

- Mayor Pam Triolo
- Vice Mayor Scott Maxwell
- Commissioner Christopher McVoy
- Commissioner Andy Amoroso
- Commissioner Ryan Maier

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 17th day of May, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: May 17, 2016

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Second Amendment to agreement with Pace Analytical Services to extend Laboratory Testing Services for the Water and Electric Utilities Departments on an as need basis.

SUMMARY:

The Water and Electric Utilities Department would like authorization to utilize and extend the piggyback contract agreement based on the City of Pompano Beach Contract # T-27-14 Laboratory Testing Services contract with Pace Analytical Services. On June 2, 2014 the City of Pompano Beach sought bids for laboratory testing services through a competitive bid process and awarded Pace Analytical Services contract # T-27-14 for Laboratory Testing Services. The City of Lake Worth is currently utilizing this contract #T-27-14 (Laboratory Service) through a Piggy-Back Agreement authorized by the Lake Worth City on February 3, 2015 for services beyond the capabilities of the in-house laboratory. The City of Pompano Beach has exercised its second one year extension option which extends the contract period to June 1, 2017 and the Utilities Departments would like to request the same extension via second amendment.

BACKGROUND AND JUSTIFICATION:

The intent is to extend this contract, via second amendment, that establishes an annual, open-end contract for laboratory testing services for the Utility Departments, to be used on an as needed basis, when requests are beyond the capabilities of the in-house laboratories. The original piggyback agreement was authorized, with an agreement between the City of Lake Worth and Pace Analytical. This agreement was extended until June 1, 2016, via the first amendment and as that date is approaching, the Utilities Departments would like to renew before the agreement expires. All testing must be performed by a laboratory that is NELAP (National Environmental Laboratory Accreditation Program) certified through the Florida Department of Health Environmental Laboratory Services Program, in which Pace Analytical is certified.

MOTION:

To move to approve/not approve the Second Amendment to an Agreement with Pace Analytical Services and authorize the continued use of the City of Pompano Beach's contract as needed not to exceed \$32,379.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Pompano Renewal Extension 2016-2017
2015-02-03 PACE Agreement
2015-12-14 PACE First Amendment
PACE Bid Document for Pompano 2014

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$10,793.00	\$21,586.00	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	\$10,793.00	\$21,586.00	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

Water Utilities/ Water Treatment							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.31-90	Professional Services	N/A	\$60,000.00	N/A	\$22,806.10	-\$7,975.00	\$14,831.10

Electric Utilities/ Power Plant							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6031-531.31-70	Environmental Compliance	N/A	\$78,350.00	N/A	\$19,428.12	-\$2,818.00	\$16,610.12

C. Department Fiscal Review: _____

Brian Shields –Director
 Clyde Johnson – Finance
 Marie Elianor – Finance
 Christy Goddeau – Attorney
 Michael Bornstein – City Manager

AGREEMENT FOR LABORATORY TESTING SERVICES
(City of Pompano Beach Piggy-Back)

THIS AGREEMENT ("Agreement" hereafter) is made as of the 3 day of February, 2015, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and PACE ANALYTICAL SERVICES, INC., 3610 Park Central Blvd. N, Pompano Beach, FL 33064, a Florida corporation ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY's water utility department is in need of laboratory testing services; and,

WHEREAS, the City of Pompano Beach awarded a contract for the laboratory testing services (under Bid #T-27-14) to the CONTRACTOR based on unit prices ("Pompano Beach Contract" hereafter); and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the Pompano Beach Contract to the CITY for its laboratory testing services; and,

WHEREAS, the specific needs of the CITY are covered by the unit prices set forth in the Pompano Beach Contract; and,

WHEREAS, the CITY has reviewed the unit prices from the Pompano Beach Contract and determined that the 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. Pompano Beach Contract. The Pompano Beach Contract (which includes the bid documents along with the CONTRACTOR's responsive bid thereto) is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the Pompano Beach Contract unless earlier terminated.

3. Purchase Orders. The CITY's ordering mechanism for the laboratory testing services under this Agreement shall be a CITY issued Purchase Order; however, the contractual terms and conditions stated in the CITY issued Purchase Order shall not apply. CONTRACTOR shall not perform any services under this Agreement without a CITY issued Purchase Order specifically for this purpose and including the statement of work. CONTRACTOR shall not perform work which is outside the scope of work provided in the Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid for CONTRACTOR's services. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Pompano Beach Contract. Each issued Purchase 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. CITY issued Purchase Order(s);
- b. This Agreement; and,

c. The Pompano Beach Contract.

5. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed \$25,000 unless an amendment to this Agreement is approved by the City Commission. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all 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, 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.
- 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Laboratory Testing Services as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Michael Bornstein, City Manager

ATTEST:

[Signature]
Pamela J. Lopez, City Clerk



Approved as to form and legal sufficiency:

[Signature]
Glen J. Torcivia, City Attorney

CONTRACTOR: PACE ANALYTICAL SERVICES, INC.

By: [Signature]

[Corporate Seal]

Print Name: Bob Dempsey

Title: General Manager

STATE OF Florida)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 15 day of January 2015 by Bob Dempsey, as General Manager (title), of PACE ANALYTICAL SERVICES, INC., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following is known as identification.

[Signature]
NOTARY PUBLIC



**FIRST AMENDMENT TO AGREEMENT FOR LABORATORY TESTING
SERVICES
(City of Pompano Beach Piggy-Back)**

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the 14 day of December, 2015, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and PACE ANALYTICAL SERVICES, INC, 3610 Park Central Blvd. N, Pompano Beach, FL 33064, a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, in February of 2015, the CITY's water utility department was in need of laboratory testing services; and,

WHEREAS, the City of Pompano Beach awarded bid T-27-14 to the CONTRACTOR for laboratory testing services based on unit prices submitted by the CONTRACTOR ("City of Pompano Beach Contract" hereafter) which contract was extended to June 1, 2016; and,

WHEREAS, pursuant to a written Agreement dated February 3, 2015 ("Agreement" hereafter) the CITY and the CONTRACTOR agreed to piggy-back the terms and conditions of the City of Pompano Beach Contract for laboratory testing services; and,

WHEREAS, the City of Pompano Beach Contract has been extended for another year until June 1, 2016 and the CITY and CONTRACTOR desire to similarly extend the term of the Agreement for such time; and,

WHEREAS, the City further desires to amend the Agreement to allow the cost to exceed \$25,000 and to provide references to the Palm Beach County Inspector General and public records law.

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. Term. The parties agree that the term of the Agreement is hereby extended to June 1, 2016.
3. Compensation to CONTRACTOR. The first sentence of Paragraph 5 of the Agreement dated February 3, 2015 is hereby deleted in its entirety in order to allow the cost of the Agreement to exceed \$25,000.00.
4. Miscellaneous Provisions. Section 6 of the Agreement is further amended to include the following:

H. PALM BEACH COUNTY IG: 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.

I. Public Records: The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

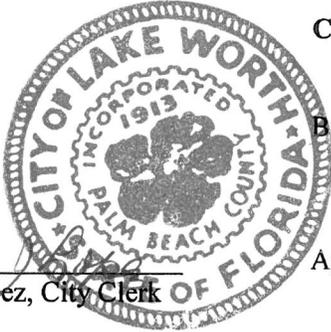
5. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

6. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the Mayor.

7. Counterparts. This Amendment 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 Amendment.

8. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for Laboratory Testing Services as of the day and year first above written.



CITY OF LAKE WORTH, FLORIDA

By: *Pam Triolo*
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia FOR
Glen J. Torcivia, City Attorney

CONTRACTOR:

PACE ANALYTICAL SERVICES, INC.

By: *Bob Dempsey*

[Corporate Seal]

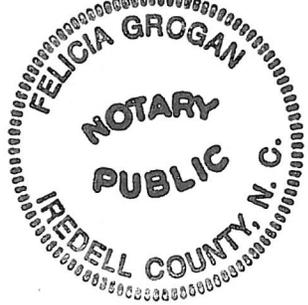
Print Name: Bob Dempsey

Title: General Manager

STATE OF NC)
COUNTY OF Mecklenburg)

The foregoing instrument was acknowledged before me this 11 day of November 2015 by Bob Dempsey, as General Manager (title), of Pace Analytical Services, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following driver license as identification.

Felicia Grogan Felicia Grogan
NOTARY PUBLIC





Pace Analytical Services, Inc.
1800 Elm Street
Minneapolis, MN 55414
Phone: 612.607.6400
Fax: 612.607.6344

Memorandum of Authority

Let It Be Known that Robert W. Dempsey, General Manager of all Florida laboratory and service locations of Pace Analytical Services, Inc., has authority to bind Pace Analytical Services, Inc., a Minnesota corporation, to contractual obligations within the State of Florida. Robert (Bob) Dempsey is available by telephone at (386) 672-5668 or by email at bob.dempsey@pacelabs.com.

Steve A. Vanderboom
President and CEO

**SECOND AMENDMENT TO AGREEMENT FOR LABORATORY TESTING
SERVICES
(City of Pompano Beach Piggy-Back)**

THIS SECOND AMENDMENT ("Amendment" hereafter) is made as of the _____ day of _____, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and PACE ANALYTICAL SERVICES, INC, 3610 Park Central Blvd. N, Pompano Beach, FL 33064, a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, in February of 2015, the CITY's water utility department was in need of laboratory testing services; and,

WHEREAS, the City of Pompano Beach awarded bid T-27-14 to the CONTRACTOR for laboratory testing services based on unit prices submitted by the CONTRACTOR ("City of Pompano Beach Contract" hereafter) which contract was extended to June 1, 2016; and,

WHEREAS, pursuant to a written Agreement dated February 3, 2015 ("Agreement" hereafter) the CITY and the CONTRACTOR agreed to piggy-back the terms and conditions of the City of Pompano Beach Contract for laboratory testing services and subsequently extended the Agreement through June 1, 2016 by amendment; and,

WHEREAS, the City of Pompano Beach Contract has been extended for another year until June 1, 2017 and the CITY and CONTRACTOR desire to similarly extend the term of the Agreement for such time.

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. Term. The parties agree that the term of the Agreement is hereby extended to June 1, 2017.
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the Mayor.

5. Counterparts. This Amendment 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 Amendment.

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for Laboratory Testing Services as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

PACE ANALYTICAL SERVICES, INC.

By: _____
Bob Dempsey

Print Name: Bob Dempsey

Title: General Manager

STATE OF Florida)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 28th day of April, 2016 by Bob Dempsey, as General Manager (title), of Pace Analytical Services, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following N/A as identification.

Elizabeth Boivin Day
NOTARY PUBLIC



Elizabeth Boivin Day
COMMISSION #FF801100
EXPIRES: July 19, 2019
WWW.AARONNOTARY.COM



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID T-27-14 -- LABORATORY TESTING SERVICES

February 11, 2014

The City of Pompano Beach is currently soliciting bids to establish an annual contract for laboratory testing for the Utilities Department. Sealed bids will be received until 2:00 p.m. (local), March 5, 2014, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Otis J. Thomas, Interim General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual, open-end contract for laboratory testing services for the Utilities Department, as and when needed.

B. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract shall be automatically renewed for two (2) additional one-year periods, unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice

must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. Tests will be ordered as needed.

D. Basis of Award

Bidders must provide pricing for all tests listed herein. Award will be made to the lowest responsive, responsible bidder based on the grand total.

E. Delivery/Completion

Regular completion time for all tests (except radiological and non-routine) to be seven (7) calendar days after pick up of sample from City. Bidders are to state an additional charge for "rush" completion in twenty-four (24), forty-eight (48), and seventy-two (72) hours. Additional charge to be stated as a percentage increase for each rush test.

Bidders are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

F. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786 4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

G. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

H. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

I. Detail Specifications

1. Bids are requested for providing analytical services in support of the City of Pompano Beach Utilities monitoring requirements. Bidders are to bid on all tests; one contract will be issued as a result of this solicitation.
2. All tests must be performed by a laboratory that is NELAP (National Environmental Laboratory Accreditation Program) certified through the Florida Department of Health Environmental Laboratory Services Program. The laboratory must be NELAP certified for each analyte performed for the City of Pompano Beach, by the method stated in the laboratory report and for the specific water program (i.e. SDWA, CWA).
3. Bidders should identify any tests to be subcontracted, in their Proposal. No work may be subcontracted without previous written authorization by the City of Pompano Beach. Any subcontracted work will be performed following the same certification requirements as for the contract laboratory. All subcontractor results will be clearly identified in the laboratory report including the subcontractor name and certification number.
4. The laboratory will notify the City of Pompano of any certification or accreditation changes before any work affected by the change is performed. The laboratory will provide copies of Proficiency testing results to the City upon receipt of the results. The Laboratory will also forward subcontractor proficiency results to the City.
5. All analyses will be conducted within the holding times as specified by CFR 40 part 136 and the Florida Department of Environmental Protection Standard Operating Procedures. Analytical results not meeting the quality standards specified by the laboratory's Quality Manual, the method or NELAC requirements will be qualified using FDEP qualifiers. The laboratory will promptly notify the City upon loss of data due to broken or damaged bottles, unacceptable bottles or preservatives, unacceptable quality control, or other problems in order to facilitate prompt re-sampling.

Any failure on the part of the laboratory to analyze samples within the holding time, to maintain preservation before analysis once sample custody has been taken, or to meet NELAC quality standards, must be reported within 2 working days of the failure via e-mail or telephone. Such failures will result in non-payment for the affected results. If a failure, such as analyzing samples out of holding time, reoccurs within one calendar year, the laboratory will not only provide the analysis free of charge for the resampling, but also pay for the resampling labor costs. The laboratory will maintain the ability to preserve samples (i.e. generator) when power is lost due to hurricanes and thunderstorms or payment for the affected results will be withheld.

6. The laboratory will provide to the City at no charge clean, pre-preserved sample bottles. Sample bottle decontamination records and/or certificates will be maintained by the laboratory. The laboratory will provide the proper grade of preservatives and maintain a quality control program to ensure that preservatives are free from the analytes of interest or interferences for a particular analysis. Sample bottles/preservatives will be delivered to the City within one (1) week of the request. Preserved bottles will be tightly capped so as to prevent leaking.
7. Analysis of drinking water samples will be conducted by the allowable methods as specified by the Florida Department of Health for the Safe Drinking Water Act. Environmental samples will be performed by the methods mandated by the particular program. Method detection limits must be sufficiently low to evaluate compliance with the Maximum Contaminant Levels.
8. The laboratory will pick up the samples at the City of Pompano Beach Laboratory either on a daily basis, or with sufficient time to analyze the samples within holding time and to provide the desired turn-around time.

The laboratory will provide a seven (7) calendar day turn-around time for routine tests unless "Rush" status is requested by the City. Bidders are to state the applicable charge for "rush" completion in twenty-four (24), forty-eight (48), and seventy-two (72) hours.

9. Data will be provided electronically following NELAC standards. An electronic comma delineated file will be provided at no additional charge. Raw data will be provided upon request. The laboratory will provide Level One Quality Assurance and will provide a QA report including the result of blanks, QC samples, Duplicates and Matrix Spikes. If another client's samples are used for the matrix spikes or duplicates in the analytical batch, then those results must be reported. The annual Finish Water (one - three samples), and annual Concentrate (one sample) must be reported in format 62-550.730. The Annual reuse effluent (one sample) must be reported on DEP form 62-620.910.
10. The laboratory will rework (re-digest/prep and re-analyze) samples upon request due to suspect data or historical outliers. The laboratory will also re-check calculations, dilutions or data entry when requested due to suspect data or historical outliers. The laboratory will re-analyze any samples for which the laboratory method blank or the laboratory quality control fell outside the required limits. Data reported with failed laboratory quality control or detected laboratory method blanks will not be accepted. If resampling due to these failures is necessary, the samples will be analyzed at no charge. If resampling due to failed method blank or failed laboratory quality control reoccurs within one calendar year, the analysis will not only be conducted at no charge, but the resampling labor costs will be paid by the contract laboratory.

11. Periodic on-site audits will be conducted by the City of Pompano staff. This audit will involve review of analytical data and supporting records relevant to the analyses provided to the City.
12. No minimum number of samples is guaranteed by the scope of work. Problems resulting in poor data quality, such as improper methods, improper procedures, loss of certification, or other problems resulting in data losses will result in termination of this agreement.
13. Bidders should submit the following information with their Bid Proposal:
 - a. Copy of the most recent Quality Manual.
 - b. Copy of the Florida Department of Health Laboratory Scope of Accreditation List.
 - c. Latest Copy of Proficiency Test Results (No Proficiency Test results currently under analysis will be accepted.)
 - d. Latest Department of Health Laboratory Inspection list of deficiencies.
 - e. Example of reporting comma delineated file format
14. The price quoted for each test is to be all-inclusive as specified above.
15. The individual tests required are listed in the Proposal section.

J. Insurance

The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX	comprehensive form		
XX	premises - operations	bodily injury	
—	explosion & collapse hazard	property damage	
—	underground hazard		
XX	products/completed operations hazard	bodily injury and property damage combined	
XX	contractual insurance		
XX	broad form property damage		
XX	independent contractors		
XX	personal injury	personal injury	
AUTOMOBILE LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
		bodily injury (each person)	
		bodily injury (each accident)	
XX	comprehensive form		
XX	owned	property damage	
XX	hired	bodily injury and property damage combined	
XX	non-owned		
REAL & PERSONAL PROPERTY			
XX	comprehensive form		Organization must show proof they have this coverage.
EXCESS LIABILITY			
—	umbrella form	bodily injury and property damage combined	
—	other than umbrella		\$2,000,000. \$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

K. Questions And Communication

All questions regarding the bid are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

L. References

Bidders are to provide reference information in their bid proposal for a minimum of three customers (current or past) who obtain pest control services similar to those specified in this bid. Bidders must have experience in fulfilling similar contracts in order to be considered responsible.

M. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

N. E-Payables

The City of Pompano Beach has implemented a voluntary E-Payables Program. This program allows the City to pay vendors via credit card and turn around vendor payments in a shorter timeframe than the traditional check payment mechanism.

How Does the Program Work?

The City will issue a unique credit card number to each vendor. Vendors would retain the credit card number on file. The card will retain a zero balance until payments have been authorized by the City. Once goods have been delivered or services rendered, vendors submit invoices to the Finance Department according to the normal process. When payments are processed by Finance and authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of the payment. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email the, the card will return to a zero balance until the next payment is authorized.

Is There a Cost to Participate in the Program?

The City of Pompano Beach does not charge vendors to participate in the program, however, there may be a charge by the company that processes your credit card transactions.

What are the Benefits of Receiving Payments by Credit Card?

Vendors that accept credit card payments are not subject to the City's payment terms of net 45 days. This will allow:

- Vendors to receive their payments sooner to use for day to day operations or investments.
- Vendors to quickly reduce outstanding Accounts Receivable balances.
- Vendors to reduce the cost of paper processing, employee time spent on preparing and making deposits and bank check processing fees.

Potential vendors may access more detailed information about the E-Payables Program at <http://www.bankofamerica.com/epayablesvendors>, including answers to "Frequently Asked Questions". Vendors may also contact the City's Finance Department at 954-786-4545.

Vendors submitting a proposal to the City should indicate in their response whether or not they would be willing to enroll in the City's E-Payables Program. Vendors ultimately awarded a contract with the City may contact the Finance Department at 954-786-4545 to enroll in the Program.

SECTION II - GENERAL CONDITIONS

- 1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
- 2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
- 3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
- 4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

- 5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
- 6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
- 7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
- 8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
- 9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
- 10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a

- City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. **Samples**

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
 12. **Acceptance of Materials**

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
 13. **Manufacturers' Certifications**

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
 14. **Copyrights and Patent Rights**

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
 15. **Laws and Regulations**

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
 16. **Taxes**

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
 17. **Conflict of Instructions**

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
 18. **Exceptions to Specifications**

- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
 20. **Retention of Records and Right to Access Clause**

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
 21. **Qualifications/Inspection**

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
 22. **Anti-collusion Statement**

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made

- and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. Reservation for Rejections and Award
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. Bid Tabulations
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment

- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.
- Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. 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 bid 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 bid, 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 of any State, for a violation occurring in the workplace no later than five (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.
- 33. Invoicing/Payment
All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
- 34. Optional Contract Usage
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
- 35. Non Discrimination
There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under

- this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
- 36. Notice To Contractor
The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
- 37. Costs Incurred by Bidders
All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
- 38. Public Records
 - 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
 - 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
 - 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSALIMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Item No.	Test; Maximum Frequency	Estimated #Samples/year	Cost/sample	Total cost
1.	1,1-dichloroethane; Annually	1	\$ <u>12.00</u>	\$ <u>12.00</u>
2.	1,2-dichloroethane; Annually	1	\$ <u>12.00</u>	\$ <u>12.00</u>
3.	1,1,1-trichloroethane; Annually	1	\$ <u>12.00</u>	\$ <u>12.00</u>
4.	2,4-D; Annually	1	\$ <u>40.00</u>	\$ <u>40.00</u>
5.	2,4,5-TP (Silvex); Annually	1	\$ <u>40.00</u>	\$ <u>40.00</u>
6.	Alkalinity; Semi-annually	104	\$ <u>7.00</u>	\$ <u>728.00</u>
7.	Aluminum; Annually	2	\$ <u>5.00</u>	\$ <u>10.00</u>
8.	Ammonia; Monthly	48	\$ <u>8.00</u>	\$ <u>384.00</u>
9.	Antimony; Annually	2	\$ <u>5.00</u>	\$ <u>10.00</u>
10.	Arsenic; Quarterly	6	\$ <u>5.00</u>	\$ <u>30.00</u>
11.	Student T test for DI; Quarterly	4	\$ <u>200.00</u>	\$ <u>800.00</u>
12.	Barium; Annually	2	\$ <u>5.00</u>	\$ <u>10.00</u>
13.	Benzene	1	\$ <u>12.00</u>	\$ <u>12.00</u>
14.	Beryllium; Annually	2	\$ <u>5.00</u>	\$ <u>10.00</u>
15.	BTEX short list; quarterly	8	\$ <u>35.00</u>	\$ <u>280.00</u>
16.	Calcium; monthly	104	\$ <u>5.00</u>	\$ <u>520.00</u>
17.	Ca Hardness; quarterly	12	\$ <u>7.00</u>	\$ <u>84.00</u>
18.	Carbon Tetrachloride	1	\$ <u>12.00</u>	\$ <u>12.00</u>
19.	Cadmium; Annually	3	\$ <u>5.00</u>	\$ <u>15.00</u>
20.	Chlorides; Daily	423	\$ <u>7.00</u>	\$ <u>2,961.00</u>
21.	Chromium; Annually	3	\$ <u>5.00</u>	\$ <u>15.00</u>

Item No.	Test; Maximum Frequency	Estimated #Samples/year	Cost/sample	Total cost
22.	Color; Annually	2	\$ <u>6.50</u>	\$ <u>13.00</u>
23.	Conductivity (lab); Monthly	20	\$ <u>6.00</u>	\$ <u>120.00</u>
24.	Copper; Quarterly	47	\$ <u>5.00</u>	\$ <u>235.00</u>
25.	Cryptosporidium; Every 2 years	1	\$ <u>225.00</u>	\$ <u>225.00</u>
26.	Cyanide; Annually	1	\$ <u>21.00</u>	\$ <u>21.00</u>
27.	Endrin	1	\$ <u>20.00</u>	\$ <u>20.00</u>
28.	Ethylene Dibromide; Annually	1	\$ <u>12.00</u>	\$ <u>12.00</u>
29.	Fecal Coliforms; Daily	395	\$ <u>12.00</u>	\$ <u>4,740.00</u>
30.	FLPRO; Quarterly	28	\$ <u>45.00</u>	\$ <u>1,260.00</u>
31.	Fluoride; Annual	2	\$ <u>7.00</u>	\$ <u>14.00</u>
32.	Foaming Agents; Annually	2	\$ <u>20.00</u>	\$ <u>40.00</u>
33.	Giardia; Every 2 years	1	\$ <u>225.00</u>	\$ <u>225.00</u>
34.	Gross Alpha; Quarterly	15	\$ <u>35.00</u>	\$ <u>525.00</u>
35.	Haloacetic Acids; Annually	6	\$ <u>58.00</u>	\$ <u>348.00</u>
36.	Heterotrophic Plate Counts; Monthly	132	\$ <u>15.00</u>	\$ <u>1,980.00</u>
37.	Iron; Daily	828	\$ <u>4.50</u>	\$ <u>3,726.00</u>
38.	Lead; Quarterly	55	\$ <u>5.00</u>	\$ <u>275.00</u>
39.	Lindane	1	\$ <u>20.00</u>	\$ <u>20.00</u>
40.	Magnesium Hardness; Quarterly	12	\$ <u>7.00</u>	\$ <u>84.00</u>
41.	Manganese; Annually	2	\$ <u>5.00</u>	\$ <u>10.00</u>
42.	Mercury; Annually	2	\$ <u>12.00</u>	\$ <u>24.00</u>
43.	Methoxychlor	1	\$ <u>20.00</u>	\$ <u>20.00</u>
44.	Nickel; Annually	3	\$ <u>5.00</u>	\$ <u>15.00</u>
45..	Nitrate; Monthly	62	\$ <u>7.00</u>	\$ <u>434.00</u>

Item No.	Test; Maximum Frequency	Estimated #Samples/year	Cost/sample	Total cost
46.	Nitrite; Quarterly	22	\$ <u>7.00</u>	\$ <u>154.00</u>
47.	Odor; Annually	2	\$ <u>6.00</u>	\$ <u>12.00</u>
48.	Ortho-phosphate; Monthly	104	\$ <u>7.00</u>	\$ <u>728.00</u>
49.	Paradichlorobenzene; Annually	1	\$ <u>12.00</u>	\$ <u>12.00</u>
50.	pH (lab); Annually	2	\$ <u>4.50</u>	\$ <u>9.00</u>
51.	Phenols; Quarterly	4	\$ <u>22.00</u>	\$ <u>88.00</u>
52.	PAHs; Quarterly	15	\$ <u>60.00</u>	\$ <u>900.00</u>
53.	Primary Drinking Water (no RADS/Asbestos; Annually	1	\$ <u>150.00</u>	\$ <u>150.00</u>
54.	Radium 226; Annually	2	\$ <u>62.00</u>	\$ <u>124.00</u>
55.	Radium 228; Annually	2	\$ <u>62.00</u>	\$ <u>124.00</u>
56.	Secondary Drinking Water	1	\$ <u>110.00</u>	\$ <u>110.00</u>
57.	Selenium; Annually	2	\$ <u>5.00</u>	\$ <u>10.00</u>
58.	Silver; Annually	1	\$ <u>5.00</u>	\$ <u>5.00</u>
59.	Sodium; Annually	2	\$ <u>5.00</u>	\$ <u>10.00</u>
60.	Sulfate; Monthly	38	\$ <u>7.00</u>	\$ <u>266.00</u>
61.	Synthetic Organic Contaminants (no dioxin); Annually	2	\$ <u>450.00</u>	\$ <u>900.00</u>
62.	Tetrachloroethene	1	\$ <u>12.00</u>	\$ <u>12.00</u>
63.	Thallium; Annually	2	\$ <u>5.00</u>	\$ <u>10.00</u>
64.	Trichloroethene; Annually	1	\$ <u>12.00</u>	\$ <u>12.00</u>
65.	Total Coliforms; Quarterly	30	\$ <u>10.00</u>	\$ <u>300.00</u>
66.	Total Dissolved Solids; Daily	403	\$ <u>9.00</u>	\$ <u>3,627.00</u>
67.	Total Hardness; Quarterly	12	\$ <u>8.00</u>	\$ <u>96.00</u>
68.	Total Kjeldahl Nitrogen; Monthly	36	\$ <u>14.00</u>	\$ <u>504.00</u>

Item No.	Test; Maximum Frequency	Estimated #Samples/year	Cost/sample	Total cost
69.	Total Organic Carbon; Monthly	48	\$ <u>13.00</u>	\$ <u>624.00</u>
70.	Total Phosphorus; Monthly	120	\$ <u>10.00</u>	\$ <u>1,200.00</u>
71.	Total Suspended Solids; Monthly	12	\$ <u>9.00</u>	\$ <u>108.00</u>
72.	Toxaphene, Annually	1	\$ <u>20.00</u>	\$ <u>20.00</u>
73.	Trihalomethanes; Annually	6	\$ <u>24.00</u>	\$ <u>144.00</u>
74.	Turbidity; Annually	3	\$ <u>5.00</u>	\$ <u>15.00</u>
75.	Uranium; Annually	1	\$ <u>25.00</u>	\$ <u>25.00</u>
76.	Volatile Organic Compounds (environmental); Quarterly	29	\$ <u>55.00</u>	\$ <u>1,595.00</u>
77.	Volatile Organic Compounds (Drinking Water); Annually	1	\$ <u>55.00</u>	\$ <u>55.00</u>
78.	Vinyl Chloride; Annually	1	\$ <u>12.00</u>	\$ <u>12.00</u>
79.	Zinc; Quarterly	7	\$ <u>5.00</u>	\$ <u>35.00</u>
	GRAND TOTAL			\$ <u>32,379.00</u>

Alternate:

Bidders are to state the applicable charge for weekend analysis and completion for fecal coliform and enterococci. Cost/Sample \$ 100.00

Identify any tests to be subcontracted, and the name of the laboratory that will perform the subcontracted test:

Test	Name of Subcontractor
Crypto & Giardia	Environmental Associates Ltd. E87851

(use attachment if necessary)

Regular completion time to be seven (7) calendar days (except for radiological and non-routine tests) after pick up of sample from City.

Rush charges applicable for completion time in 24 hours: 100 % above unit cost.

Rush charges applicable for completion time in 48 hours: 75 % above unit cost.

Rush charges applicable for completion time in 72 hours: 50 % above unit cost.

Identify tests that your firm categorizes as radiological or non-routine:

Cryptosporidium, Giardia- non-routine

Gross Alpha, Radium 226/228-radiologicals, Uranium

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

X Yes _____ No

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No X Yes _____ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program X No _____

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes _____ No X

Name & address of company submitting bid:

Pace Analytical Services
3610 Park Central Blvd. N
Pompano Beach, FL zip 33064

Federal Employer Identification #: 41-1821617

Telephone number: 954-582-4300

"Fax" number: 954-582-4344

Email: neshmah.castaneda@pacelabs.com

Acknowledgment of the following Addenda is noted:

Addendum Number(s) None Date(s) Issued N/A

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): Bob Dempsey

Title of signer: General Manager

*** Bidders should submit the following information with their Bid Proposal: Copy of the Quality Manual, and copy of the Florida Department of Health Laboratory Scope of Accreditation List, and latest copy of Proficiency Test Results (no Proficiency Test results currently under analysis will be accepted.)

*** Submit one (1) original bid, and one (1) copy. Submit two (2) original copies of all enclosures such as brochures, manuals, etc.

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

April 7, 2016

Neshmah Castaneda, Senior Account Executive
Pace Analytical Services – Florida Laboratory
3610 Park Central Blvd. N

Via Email: neshmah.castaneda@pacelabs.com

Dear Neshmah Castaneda,

This letter is to confirm the automatic renewal for your contract with the City of Pompano Beach for “Laboratory Testing Services” awarded with bid T-27-14. This renewal will be for one year from June 3, 2016 to June 2, 2017 and is the last automatic renewal remaining for the contract.

The pricing, terms and conditions of the original bid and contract period remain unchanged for this renewal period.

Thank you for your continued cooperation.

Sincerely,

Cassandra LeMasurier
Purchasing Supervisor

cc: Fran Oney, Utilities Department
file



AGENDA DATE: May 17, 2016

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Amendment to agreement with PJ's Land Clearing & Excavating, Inc. for removal and disposal of lime sludge.

SUMMARY:

This First Amendment to the Agreement authorizes the Water Utilities Department to extend the contract with PJs Land Clearing and Excavating, Inc. for removal and disposal of lime sludge from the Water Treatment Plant. The estimated annual cost is not to exceed \$92,100.00.

BACKGROUND AND JUSTIFICATION:

The Water Production Division of the Lake Worth Utilities Department has an on-going need for the cleaning of the lime sludge ponds by the removal of lime sludge to a drying area, and then subsequent removal of the dried sludge from the drying area. This is a service that the City cannot perform internally, as it does not have the equipment nor the personnel necessary to successfully perform the requirements.

The Department advertised and issued a formal Invitation for Bids (IFB UT-WT-12-13-111). Three sealed bids were received and opened at a publicly-noticed meeting held at 2:00 PM on March 13, 2013. The low, responsive, responsible bidder based on the removal and disposal of historical amounts of lime sludge was PJ's Land Clearing and Excavating, Inc. at an annual estimated cost of \$92,100. The term of this Service Contract was for an initial three (3) year term beginning April 17, 2013, with the option of two (2) one-year renewals. This amendment is to approve the first one year renewal. This amendment is to approve the first one year renewal. Pricing provided on the Bid Form is fixed for that period.

MOTION:

I move to approve/not approve the first amendment to agreement with PJ's Land Clearing & Excavating, Inc. for an amount not to exceed \$92,100.00.

ATTACHMENT(S):

Fiscal Impact Analysis
BIDTAB 12-13-111 Lime Sludge Removal & Disposal
Notice of Recommendation of Award 12-13-111
PJs Land Clearing and Excavating Contract April 17, 2013
PJs Land Clearing and Excavating Contract First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$46,050.00	\$46,050.00	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	\$46,050.00	\$46,050.00	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

The funds have been identified in the Operation and Maintenance budget from account 402-7022-533.34-50

Water Utilities							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.34-50	Other Contractual Services	N/A	\$325,507.00	N/A	\$133,587.17	-\$46,050.00	\$87,537.17

C. Department Fiscal Review: _____

Brian Shields –Director
 Clyde Johnson – Finance
 Marie Elianor – Finance
 Christy Goddeau – Attorney
 Michael Bornstein – City Manager

**FIRST AMENDMENT TO AGREEMENT WITH PJ'S LAND CLEARING &
EXCAVATING, INC.
(Removal and Disposal of Lime Sludge)**

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the _____ day of _____, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and P.J.'S LAND CLEARING & EXCAVATING, INC., 9396 Pinion Drive, Lake Worth, FL 33467 a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, in 2013, the CITY issued Bid UT-WT-12-13-111 for the procurement of goods and services needed for the removal and disposal of lime sludge; and,

WHEREAS, pursuant to a written Agreement dated April 6, 2013 ("Agreement" hereafter) the CONTRACTOR agreed to furnish the goods and services to the CITY for a three year term and also provided that the Agreement and pricing set forth therein may be renewed for another two one year periods; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another one year term under the same terms and conditions and pricing set forth in the Agreement; and,

WHEREAS, the CITY and CONTRACTOR desire to further amend the Agreement to clarify the requirements relating to the disposal of the lime sludge.

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. Term. The parties agree that the term of the Agreement is hereby extended to April 13, 2017. The CITY, via the CITY MANAGER, and the CONTRACTOR may extend this Agreement for an additional one (1) one-year renewal period.
3. Disposal. CONTRACTOR shall dispose of all lime sludge material in accordance with all federal, state, county, municipal and other applicable agency rules, laws, regulations and requirements. CONTRACTOR shall provide a report or other appropriate documentation (as determined by the CITY), if requested, to the CITY showing the proper disposal of such lime sludge material. Such report or documentation shall be provided to the CITY within ten (10) days of a verbal or written request by the CITY requesting same.

4. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the City Manager.

6. Counterparts. This Amendment 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 Amendment.

7. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for the procurement of goods and services for the removal and disposal of lime sludge as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

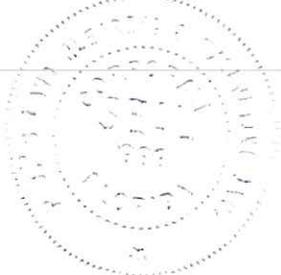
CONTRACTOR:

**P.J.'S LAND CLEARING & EXCAVATING,
INC.**

By: Patrick Wilson

Print Name: Patrick Wilson

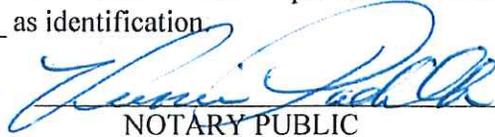
[Corporate Seal]

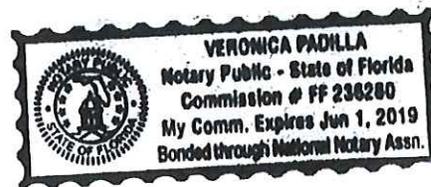


Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of April, 2016
by PATRICIA WILSON as PRESIDENT (title), of P.J.'s Land Clearing &
Excavating, Inc., a corporation authorized to do business in the State of Florida, and who is
personally known to me or who has produced the following
as identification


NOTARY PUBLIC



CITY OF LAKE WORTH
PROCUREMENT OFFICE
7 North Dixie Highway • Lake Worth, Florida 33460 • Phone: 561-586-1674

TABULATION SHEET	REMOVAL AND DISPOSAL OF LIME SLUDGE		
IFB UT-WT-12-13-111	Opened: March 13th 2013 at 2:00pm		
Name of Bidders:	PJ's Land Clearing & Excavating, Inc.	ProLime Corporation	Austin Tupler Trucking, Inc.
Sales Contact	Pat Wilson	Robert Rogers	Glen Tupler
Title	President	CEO/President	President
Phone:	561-740-9938	586-781-7070	954-732-3602
Email:	Paw@PJsLandClearing.com	Email@prolime.net	Tupler@Bellsouth.net
Timely Submittal w/ Proper Signatures	Yes	Yes	Yes
Wet Lime @ Per Unit	\$3.55 / cubic yard	\$3.99 / cubic yard	\$3.25 / cubic yard
Wet Lime - Annually	\$42,600.00	\$47,880.00	\$39,000.00
Dry Lime @ Per Unit	\$4.95 / cubic yard	\$8.99 / cubic yard	\$12.10 / cubic yard
Dry Lime - Annually	\$49,500.00	\$89,900.00	\$121,000.00
TOTAL ANNUAL	\$92,100.00	\$137,780.00	\$160,000.00
Prior Experience 1	City of Lake Worth	City of Naples	City of Taramac
Prior Experience 2	Lake Worth Drainage	City of Marco Island	City of Pembroke Pines
Sub-Contractors	No	No	Yes, 3
Verification Form	Yes	Yes	Yes
List of References	Yes	Yes	-
Affidavitt of Non-Collision	Yes	Yes	Yes
Drug Free Workplace	Yes	Yes	Yes
SBE 15% Goal	100%	0%	15%
Copies of Licenses	Yes	Yes	Yes
Addendum (None)	N/A	N/A	N/A

Opened by: Kari Hansen

Number of Bids: Three (3)



PROCUREMENT OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

MEMORANDUM

TO: All Interested Parties

FROM: Kari Hansen, Purchasing Agent

DATE: March 18, 2013

REF: Removal and Disposal of Lime Sludge
IFB UT-WT-12-13-111

SUBJECT: Notice of Recommendation of Award

Based on the results and the review of sealed bids submitted in response to the above-referenced solicitation, the City of Lake Worth is recommending that the award be made to **PJ's Land Clearing & Excavating, Inc.** as the most responsive, responsible response to the City. The effective date of this posting is March 18th 2013.

If you have any questions, feel free to contact me via email, at KHansen@LakeWorth.org. If you are unable to contact me via email, please call at (561) 586-1674.

Kari Hansen
Purchasing Agent
City of Lake Worth

**CONTRACTOR AGREEMENT
(Removal and Disposal of Lime Sludge)**

THIS AGREEMENT is made this 17 day of April, 2013 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "CITY", with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **P.J.'S Land Clearing & Excavating, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its principle office located at 9396 Pinion Drive, Lake Worth, FL 33467.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bid UT-WT-12-13-111 (hereinafter "IFB") for the procurement of all goods and services necessary for the Removal and Disposal of Lime Sludge (hereinafter the "Services");

WHEREAS, CONTRACTOR submitted a bid to perform the Services described and set out in the IFB;

WHEREAS, the CITY desires to accept CONTRACTOR's bid in order for CONTRACTOR to render the Services to the CITY as provided herein;

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

WHEREAS, the CITY finds awarding IFB to the CONTRACTOR as described herein serves a valid public purpose.

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

I. Term: The term of this Agreement shall be three (3) years from the date this Agreement is approved by the CITY. The CITY, via the CITY MANAGER, and the CONTRACTOR may extend this Agreement for two (2) one-year renewal periods. The CITY, however, may terminate the Agreement subject to the provisions of Section XIII of this Agreement.

II. Scope of Services:

2.1 The scope of Services to be provided under this Agreement is the removal and disposal of wet lime sludge as more specifically set forth in the IFB. Services shall commence upon the issuance of a purchase order and/or a notice to proceed by the City.

2.2 The CONTRACTOR represents to the CITY that the Services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's Services shall conform to the highest standards and in accordance with this Agreement.

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

III. USE OF AGENTS OR ASSISTANTS: To the extent reasonably necessary to enable the CONTRACTOR to perform its Services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. PROJECT MANAGEMENT: Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The Project Manager appointed by the CITY will oversee the administration of the Services to be performed by the CONTRACTOR under this Agreement but is not authorized to modify this Agreement.

V. EQUIPMENT: The CONTRACTOR shall provide all equipment necessary to complete the Services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before Services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of the Services.

VI. FEE AND ORDERING MECHANISM

6.1 For actual Services performed under this Agreement, the CITY shall pay the CONTRACTOR a fee based on the following unit prices for the first three (3) years of this Agreement:

(a) Clean Sludge Ponds & deposit wet lime sludge at on-site drying location:

\$3.55 / cubic yard.

(b) Loading & Removal of dried lime sludge from Water Plant Complex:

\$4.95 / cubic yard.

The total amount of this Agreement shall not exceed \$92,100 (Ninety-Two Thousand One Hundred Dollars) per year. The fee to be paid for any renewal period shall be agreed to in writing by the CONTRACTOR and the CITY (by the City Manager) prior to commencement of the renewal period(s).

6.2 Should the CITY require additional Services not included in this Agreement, fees and payment for such additional Services will be set forth in a separate Addendum, as authorized in accordance with the CITY's procurement code prior to any such additional Services being performed by the CONTRACTOR. .

6.3 The City's ordering mechanism for all Services performed under this Agreement shall be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not perform Services under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize Services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the Services in any subsequent Fiscal Year. If the budget is approved for said Services, the City will issue a new Purchase Order each Fiscal Year, for required and approved Services.

VII. MAXIMUM COSTS: The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all Services is as specified herein and no additional costs shall be authorized without prior written approval from CITY.

VIII. INVOICE: The CONTRACTOR shall submit an itemized invoice to the Project Manager for approval prior to receiving compensation. The invoice shall include an itemized summary of total costs billed and shall be made at such intervals as agreed to

with the Project Manager, but no more frequently than once per month. All invoices shall include a description of the Services provided, a brief itemization of costs associated with each task or project phase and the total task or project costs to date. The CONTRACTOR shall be paid within thirty (30) days receipt of an approved invoice for Services provided.

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

X. COPIES OF DATA/DOCUMENTS: Copies or original documents prepared by the CONTRACTOR in relation to Services provided under this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

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

XII. WRITTEN AUTHORIZATION REQUIRED: The CONTRACTOR shall not make changes in the Scope of Services without first obtaining written authorization from the CITY for such additional Services. Additional Services provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

XIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the Services specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within ten (10) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such Services; and/or, the CITY may withhold any money due

or which may become due to the CONTRACTOR for such expense and/or Services related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.1.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time. At such time, the CONTRACTOR would be compensated only for those Services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.2.

XIV. INSURANCE

14.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth in the IFB. The CONTRACTOR shall not commence Services until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

14.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR.

14.6 At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

XV. WAIVER OF BREACH: The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVI. INDEMNITY:

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees for all litigation, arbitration, mediation, appeal expenses) ("Claims" hereafter) to the extent arising out of or related to the acts or neglect of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed in the performance of the Services. This indemnity provision specifically includes indemnifying, defending and holding the CITY and its officers, agents, employees and representatives from and against any and all Claims arising out of or related to the removal and disposal of the dried sludge from the Water Plant Complex.

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

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

XVII. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

XVIII. ASSIGNMENT

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

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

XIX. SUCCESSORS AND ASSIGNS: Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XX. WAIVER OF TRIAL BY JURY: 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.

XXI. GOVERNING LAW AND REMEDIES:

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

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

XXII. TIME IS OF THE ESSENCE: Time is of the essence in the completion of tasks and services as specified herein.

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

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Hwy
Lake Worth, Florida 33460

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

P.J.'S Land Clearing & Excavating, Inc.
Attn: Patrick Wilson
9396 Pinion Drive
Lake Worth, FL 33467

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

XXV. DELAYS AND FORCES OF NATURE:

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

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

XXVI. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

XXVII. LIMITATIONS OF LIABILITY: Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

XXVIII. PUBLIC ENTITY CRIMES: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or 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. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

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

XXX PALM BEACH COUNTY IG: 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.

XXXI ENFORCEMENT COSTS: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

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SIGNATURE PAGE FOLLOWS

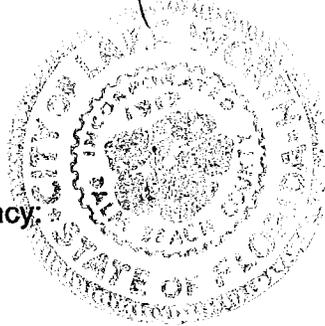
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Pam Triolo, Mayor

ATTEST:

[Signature]
Pamela J. Lopez, City Clerk



Approved as to form and legal sufficiency:

[Signature] FOR
Glen J. Torcivia, City Attorney

CONTRACTOR: P.J.'S Land Clearing & Excavating, Inc.

By: [Signature]
Print Name: Patrick Wilson
Title: President

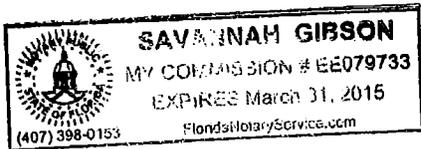
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of April, 2013 by Patrick Wilson as President (title), of P.J.'s Land Clearing & Excavating, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

[Signature]
Print Name: Savannah Gibson
My commission expires: March 31, 2015





AGENDA DATE: May 17, 2016

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Authorization to exceed \$25,000 purchasing limit for heavy equipment outside repair vendors for maintenance of fleet for Sole Source and Contract Vendors

SUMMARY:

The Public Services Fleet Maintenance Division is seeking authorization to exceed the purchasing limit threshold of \$25,000 for the repair and maintenance of heavy equipment in the City's fleet.

BACKGROUND AND JUSTIFICATION:

The City's Fleet Maintenance Division is actively engaged in the repair and maintenance of light vehicle, truck, and heavy equipment fleet stock. The Division actively utilizes outside vendors for the repair, maintenance, and parts purchases for the heavy equipment fleet and budgets are in place to fund these types of repairs.

The heavy equipment fleet comprised of Refuse trucks, Sewer and Water trucks, Electric Utility trucks, and various other pieces of heavy equipment are costly to repair and in many cases, based on warranty and expertise, can only be repaired by sole source or highly specialized vendors.

Given the minimal number of vendors that can be utilized for repairs and maintenance and parts purchases, contracted work normally exceeds \$25,000 per vendor over the course of a fiscal year and therefore the Public Services Department is seeking authorization to utilize the following vendors not exceeding the specified dollar amounts:

Sole Source

GT Supplies not exceeding \$200,000
Nextran Truck not exceeding \$200,000
Rechtien International not exceeding \$75,000
McNeilus not exceeding \$200,000
Peterson Industries not exceeding \$50,000

Contract Vendors

Pats Pumps and Blowers not exceeding \$50,000
RTS Fleet Services not exceeding \$50,000
Lake Worth Auto House not exceeding \$50,000
General GMC not exceeding \$50,000

MOTION: I motion to approve / not approve the authorization to exceed the \$25,000 purchasing limit for the repair, maintenance, and parts purchases for heavy equipment vendors GT Supplies, Nextran Truck, Rechtien International, McNeilus, Pats Pumps and Blowers, Peterson Industries, Lake Worth Auto House, General GMC, and RTS Fleet Services.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A



AGENDA DATE: May 17, 2016 Regular Meeting

DEPARTMENT: Financial Services

EXECUTIVE BRIEF

TITLE:

Resolution 27-2016 – Third amendment to the Fiscal Year 2015-2016 budget

SUMMARY:

The Resolution amends the City of Lake Worth FY 2015-2016 budget by appropriating existing fund balances from the Self-Insurance Fund and the Golf Fund to meet operational expenditures.

BACKGROUND AND JUSTIFICATION:

On September 22, 2015 the City Commission adopted the FY 2015-2016 annual budget which contained projections for all expenditures and was amended by resolution 58-2015 on November 10, 2015, and resolution 65-2015 on December 8, 2015. However, said budget did not anticipate or record the following expenditures.

1) Self-Insurance Fund

- a. Funding in the amount of \$13,237: is requested from self-insurance fund to cover costs of office furniture for Public Services recently replaced new offices. Office furniture include desks, file pedestals, chairs, bookcase, and conference table.

2) Capital Projects Fund

- a. Funding in the amount of \$68,650: is requested for the purpose of completing repairs to the golf course club house roof.

3) Garage Fund

- a. Reclassify purchase costs of \$30,394 for 2016 Ford Expedition vehicle from project # GV 1602 to project # GV 1511 in the Garage Fund.

4) Electric Fund

- a. Funding in the amount of \$940,812 for the purchase of four (#4) 55' Bucket Trucks each costing 220,453 for a total of \$881,812; plus the purchase of radio equipment in the amount \$59,000. Trucks and radio equipment will be used in the Transmission and Distribution division.

MOTION:

I move to approve / not approve Resolution No. 27-2016 to amend the FY 2015-2016 budget as list below in financial summary.

ATTACHMENT(S):

Exhibit A
Resolution

FISCAL IMPACT ANALYSIS

A. Recommended Sources of Funds/Summary of Fiscal Impact:
See attachment.

Exhibit - A					
FY 2016 - 3rd Budget Amendment - Presented to CC - May 17th, 2016					
Fund Name/ Acct #	Project #	Account Description	B/A #	Incr / Decr Revenues	Incr / Decr Expenditures
1 - A		New Funds Requested for FY 2016			
Self Insurance Fund					
520-0000-395-00-00		Use of Fund Balance		13,237	
520-9010-581-91-80		Transfer to Capital Projects			13,237
301-0000-381-50-20		Internal Service Self Insurance Fund		13,237	
301-5060-513-62-20		Transfer to Public Services (furniture)			13,237
2 - A		New Funds Requested for FY 2016			
Golf Fund					
301-0000-395-00-00		Use of Fund Balance		68,650	
301-8030-575-63-00	GV # 1419	Golf Course (Roof Repairs)			68,650
3 - A		New Funds Requested for FY 2016			
Garage Fund					
530-9010-549-64-30	GV # 1602	Reclass cost of 2016 Ford Expedition		30,394	
530-9010-549-64-30	GV # 1511	Reclass cost of 2016 Ford Expedition			30,394
4 - A		New Funds Requested for FY 2016			
Electric Fund					
401-0000-395-00-00		Use of Fund Balance		940,812	
401-6034-531-64-30		Purchase of Bucket trucks			881,812
401-6034-531-46-10		Radio Equipment			59,000

B. Department Fiscal Review: ___ME___

RESOLUTION NO. 27-2016, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, 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, 2015 AND ENDING SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted the FY 2016 Annual Operating Budget pursuant to Resolution 53-2015 on September 22, 2015; and amended via resolutions 58-2015 on November 10th 2015, resolution 65-2015 on December 8th 2015; and resolution 27-2016 on May 17th 2016.

WHEREAS, the City finds it is necessary and essential to amend the FY 2016 Annual Operating Budget as set forth in this Resolution; and,

WHEREAS, adoption of the FY 2016 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, 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, 2015, and ending and including September 30, 2016.

Section 3 The funds and available resources and revenues that are set out in 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 2016 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 Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 17th day of May, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Exhibit - A

FY 2016 - 3rd Budget Amendment - Presented to CC - May 17th, 2016

Fund Name/ Acct #	Project #	Account Description	B/A #	Incr / Decr Revenues	Incr / Decr Expenditures
<u>1 - A</u>		New Funds Requested for FY 2016			
Self Insurance Fund					
520-0000-395-00-00		Use of Fund Balance		13,237	
520-9010-581-91-80		Transfer to Capital Projects			13,237
301-0000-381-50-20		Internal Service Self Insurance Fund		13,237	
301-5060-513-62-20		Transfer to Public Services (furniture)			13,237
<u>2 - A</u>		New Funds Requested for FY 2016			
Golf Fund					
301-0000-395-00-00		Use of Fund Balance		68,650	
301-8030-575-63-00	GV # 1419	Golf Course (Roof Repairs)			68,650
<u>3 - A</u>		New Funds Requested for FY 2016			
Garage Fund					
530-9010-549-64-30	GV # 1602	Reclass cost of 2016 Ford Expedition		30,394	
530-9010-549-64-30	GV # 1511	Reclass cost of 2016 Ford Expedition			30,394
<u>4 - A</u>		New Funds Requested for FY 2016			
Electric Fund					
401-0000-395-00-00		Use of Fund Balance		940,812	
401-6034-531-64-30		Purchase of Bucket trucks			881,812
401-6034-531-46-10		Radio Equipment			59,000



AGENDA DATE: May 17, 2016

DEPARTMENT: City Manager

EXECUTIVE BRIEF

TITLE:

Purchase Authorization of former Chamber of Commerce building and property

SUMMARY:

The Purchase Authorization would facilitate the acquisition of the Property at 501 Lake Avenue known as the Chamber of Commerce Building for an amount not to exceed \$250,000.

BACKGROUND AND JUSTIFICATION:

The Palms West Chamber of Commerce, Inc., d/b/a Central Palm Beach County Chamber of Commerce (“Chamber of Commerce”) is the current owner of the property at 501 Lake Avenue in the City of Lake Worth (“Property”). The Chamber of Commerce desires to sell the Property in order to merge its operations into one location in Wellington. The City Manager and the Executive Director of the Chamber negotiated a purchase price of \$250,000, which represents a significant discount from the Property’s anticipated market value.

According to the Palm Beach Property Appraiser, the Property’s total market value for 2015 is listed as \$374,987. It is typically assumed that the listed total market value with the Property Appraiser is at least 20% less than the true market value. Additionally, an appraisal was conducted February 2014 that valued the Property at \$430,000.

In 2004, the City approved assigning a \$200,000 County grant to the Chamber of Commerce (at the time known as the Greater Lake Worth Chamber of Commerce) in order for them to purchase and renovate the Property. The City Commission conditioned the assignment on a reverter clause, requiring the Chamber to return the \$200,000 to the City if the Chamber ever ceased to exist and the Property was sold. In 2012, when the then Greater Lake Worth Chamber of Commerce merged with the Palms West Chamber of Commerce, the City and Chamber acknowledged the reverter clause. By entering this Purchase and Sale Agreement, the City is releasing the Chamber from any claims or liability related to the reverter clause.

If this purchase is approved, City staff is also seeking City Commission approval to have the Mayor and City Clerk (or designee) execute all reasonably necessary closing documents in order to close the purchase transaction.

MOTION:

I move to approve/not approve the purchase of the Chamber of Commerce property at 501 Lake Avenue and authorize the Mayor and City Clerk (or designee) to execute all reasonably necessary closing documents.

ATTACHMENT(S):

Fiscal Impact Analysis
Purchase and Sale Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	250,000	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	250,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

City Manager		Chamber of Commerce Building				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Budget Transfer	Agenda Expense	Balance
301-XXXX-XXX-XX-XX	Chamber of Commerce Bldg		-	250,000	(250,000)	-

The funding of \$250,000 for the purchase of this property was not included in the FY2015-2016 budget, however, approval of this agenda item by the City Commission includes authorization to fund purchase from the General Fund contingency account # 001-0000-395-00-00.

C. Department Fiscal Review: ME

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this ____ day of _____, 2016, by and between **Palms West Chamber of Commerce, Inc., d/b/a Central Palm Beach County Chamber of Commerce** ("Seller"), and **City of Lake Worth**, a Florida municipal corporation ("**Buyer**"). Seller and Buyer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WITNESSETH:

Seller is the owner of certain property consisting of approximately 0.1860 acres located at 501 Lake Avenue, Lake Worth, FL 33460, which is described on **Exhibit A** attached to and by reference made a part of this Agreement (the "Property"). The Parties agree to the sale and purchase of the Property on the terms and conditions which are set forth in this Agreement. The Effective Date of this Agreement shall be the date upon which the Buyer's City Commission approves last Party fully executes this Agreement (the "Effective Date") and that date shall be inserted in the blank space at the top of this page.

In consideration of the mutual promises and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **PURCHASE AND SALE**

1.1 Subject to all of the terms and conditions of this Agreement, Seller will sell the Property to the Buyer and the Buyer will purchase the Property from the Seller, together with all appurtenances, rights, easements, rights of way, permits, licenses and approvals incident or appurtenant to the Property.

2. **PURCHASE PRICE**

2.1 The purchase price for the Property is **Two Hundred Fifty Thousand Dollars** (\$250,000) (the "Purchase Price"), subject to the adjustments and prorations as set forth in this Agreement.

2.2 Payment. Payment of the Purchase Price is to be made as follows:

A. Buyer shall deliver an initial earnest money deposit of Twenty-Five Thousand Dollars (\$25,000) (the "Initial Deposit") to Gonzalez, Shenkman & Buckstein, P.L., (the "**Escrow Agent**") within five (5) business days after the Effective Date.

B. Buyer shall deliver an additional earnest money deposit of Twenty-Five Thousand Dollars (\$25,000) to the Escrow Agent (the "**Additional Deposit**") within ten (10) business days after the Effective Date.

C. At Closing, Buyer shall deliver to Escrow Agent, acting as the "Closing Agent", the balance of the Purchase Price, subject to adjustment for the prorations as provided in

this Agreement, via federal wire transfer in immediately available funds to a bank account designated by Escrow Agent.

The Earnest Money will be placed and held in escrow by the Escrow Agent in a non-interest bearing account at a banking institution acceptable to Buyer. The Earnest Money shall be non-refundable upon expiration of the Inspection Period (as defined in this Agreement), if this Agreement has not been terminated by Buyer, as provided in Section 4; provided, however, that in the event of Seller's default or inability to perform its obligations pursuant to this Agreement (including, without limitation, its obligation to obtain the Approvals), the Escrow Agent will be authorized to disburse the Earnest Money, as Buyer directs.

3. **CLOSING OF TITLE**

3.1 **Closing Date.** The closing (the "**Closing**") shall occur on or before thirty (30) days from the end of the Inspection Period (as defined in Section 4). Closing shall occur "by mail", through an escrow procedure through the Closing Agent.

4. **INSPECTION PERIOD**

4.1 **Inspections.** For a period of time commencing on the Effective Date and expiring at 5:00 p.m. thirty (30) days thereafter (the "**Inspection Period**"), Buyer shall have the right, at Buyer's sole cost and expense, to review and investigate the physical and environmental condition of the Property, the character, quality and general utility of the Property, the zoning, land use, environmental and building requirements and restrictions applicable to the Property, the state of title to the Property, and any leases, or to perform any other appraisals, inspections or services deemed necessary and appropriate by Buyer. Seller shall furnish Buyer with all of the following materials in Seller's possession or control within five (5) business days after the Effective Date, to the extent not previously furnished: leases, subleases and any plans and specifications, building permits and certificates of occupancy, soil and engineering reports, income and expense statements, surveys, and maintenance and service contracts, and Seller shall at all times prior to Closing provide Buyer and Buyer's representatives with access to the Property at reasonable times during normal business hours on business days for purposes of carrying out such tests, inspections and investigations as Buyer deems prudent.

4.2 **Conduct of Tests.** Buyer shall give Seller reasonable prior written notice of its intention to conduct any inspection of the Property and Seller, at its option, may have a representative present during such inspection while making any physical or environmental inspections of the Property. Buyer and Buyer's agents, contractors or representatives (collectively, "**Buyer's Agents**") shall use commercially reasonable efforts to avoid interfering with the activities of tenants or any persons occupying or providing service at or to the Property. Subject to and without waiving Buyer's right to sovereign immunity under Florida law, Buyer agrees to indemnify and hold Seller harmless from any losses, claims, costs, and expenses, including reasonable attorneys' fees, which may result from or be connected with any negligence of Buyer or Buyer's employees, during inspections of the Property in connection with Buyer's due diligence. Further, if this Agreement is terminated, Buyer shall restore promptly any physical damage caused by the inspections conducted by Buyer and Buyer's Agents. Buyer's indemnity

and restoration obligations prescribed in this Section 4.2 shall survive the expiration or termination of this Agreement.

4.3 Termination Right. Buyer shall have the right, exercisable by written notice given to Seller and Escrow Agent on or before the termination of the Inspection Period to terminate this Agreement at no cost, penalty or expense for any reason or no reason at all if, in its sole discretion, it is not satisfied with the results of its investigations of the Property. Upon such termination, the Escrow Agent will be authorized to deliver the Earnest Money, as directed by the Buyer, and the Parties shall have no further rights or obligations pursuant to this Agreement. Seller shall not be entitled to object to the disbursement of the Earnest Money in such event.

5. TITLE TO AND CONDITION OF THE PROPERTY

5.1 Conveyance of the Property. Seller shall convey title to the Property to Buyer by Warranty Deed (the “**Deed**”), sufficient to permit _____ (the “**Title Company**”) to insure that there has been conveyed to Buyer good and marketable title to the Real Property, subject to the Permitted Encumbrances (defined in this Agreement).

5.2 Title Defect

A. During the Inspection Period, Buyer shall order and deliver or cause to be delivered to Buyer and Seller: (a) a current commitment for an Owner’s Policy of Title Insurance issued by the Title Company, whereby the Title Company commits to issue its title policy, written in accordance with this Agreement (the “**Commitment**”); and (b) copies of all instruments shown on Schedule B of the Commitment. The Commitment shall describe the Property; shall list Buyer as the prospective named insured; shall show as the policy amount the Purchase Price; and shall contain the commitment of the Title Company to insure Buyer’s fee simple interest in the Property upon the Closing. The Commitment shall show the status of the title of the Property and all exceptions that would appear in the Title Policy. Any matters created by, or with the written consent of, Buyer (excluding City of Lake Worth liens or assessment against the Property), non-delinquent liens for real estate taxes and assessments or other items or exceptions to title that are accepted or waived in writing or deemed to have been accepted or waived by Buyer pursuant to the terms of this Agreement are referred to in this Agreement as “**Permitted Encumbrances.**”

B. Prior to the expiration of the Inspection Period (or within ten (10) days after a title matter appears in an update or bringdown to the Commitment which did not appear in the original Commitment), Buyer shall give written notice (the “**Objection Notice**”) to the Seller of any conditions of title and anything contained or set forth in the Commitment (or such update or bringdown) which are not a Permitted Encumbrance (the “**Objections**”), separately specifying and setting forth each of such Objections. Notwithstanding, the following are not deemed Permitted Encumbrances and Buyer does not need to give notice of:

and (i) the standard preprinted exceptions set forth in the Commitment

(ii) mortgages and other encumbrances evidencing or securing or claiming indebtedness which Seller must discharge and satisfy prior to or concurrent with Closing.

Seller shall be entitled to reasonable adjournments of the Closing Date to cure the Objections, not to exceed thirty (30) days in the aggregate. If Buyer gives Seller an Objection Notice as set forth in this Paragraph B, then all matters disclosed on the Commitment which are not objected to in such Objection Notice shall be deemed to be Permitted Encumbrances. If Buyer fails to give Seller an Objection Notice within the period set forth in this Paragraph B, then all matters disclosed on the Commitment shall be deemed to be Permitted Encumbrances.

C. Except as otherwise set forth in this Section 5.2, Seller shall not be required to expend any money or bring any action or proceeding to cure such Objections. Within ten (10) days after an Objection Notice is given, Seller shall give Buyer notice (the “**Response Notice**”) if Seller is unable or unwilling to cure Buyer’s Objections. If Seller’s Response Notice indicates that Seller is unwilling or unable to cure Buyer’s Objections (except as otherwise provided in this Agreement), then Buyer, as its exclusive remedy, may elect, by written notice given to Seller, either (a) to accept such title as Seller is able to convey without a reduction or abatement of the Purchase Price, or (b) to terminate this Agreement, in which event the Escrow Agent will be authorized to deliver the Earnest Money as directed by Buyer.

6. REPRESENTATIONS AND WARRANTIES

6.1 Seller. The representations and warranties of Seller in this Section 6.1 are a material inducement for Buyer to enter into this Agreement. Such representations and warranties of Seller shall be true, accurate and complete as of the Effective Date and on the Closing Date, shall be deemed material and shall survive the Closing and the passing of title to the Property for a period of nine (9) months following the Closing. Seller represents and warrants to Buyer as follows:

A. Seller owns legal and beneficial fee title to the Property, free and clear of all liens and encumbrances except for the Permitted Encumbrances or other matters to be released at Closing.

B. Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

C. Seller has no knowledge of any pending or threatened condemnation or eminent domain proceedings relating to or affecting the Property, including a temporary taking, street widening or change of grade.

D. To Seller’s knowledge, Seller has never received any complaint or notice of any governmental investigation relating to any violation or claimed violation of any law, regulation, or order including, without limitation, environmental laws, on or about the Property and, to the best of its knowledge, there are none threatened or pending.

E. To Seller’s knowledge, there are no hazardous materials or hazardous substances (as such terms are defined in applicable federal and state environmental laws) on, under or at the Property or any part of the Property. There are no underground fuel systems, storage tanks or farming equipment on, under or at the Property or any part of the Property.

F. To Seller's knowledge, there are no existing, presently pending, or, to the best of Seller's knowledge, threatened actions, suits, proceedings, claims or governmental investigations against Seller or otherwise affecting the Property, nor to the best knowledge of Seller is there any basis for same.

G. Seller has not retained any person or firm to file any notice of protest against, or to commence any action to review, any real property tax assessment against the Property and, to the best of Seller's knowledge, no such action has been taken by or on behalf of any Party.

H. At the Closing, there will be no outstanding contracts made by Seller for any improvements to the Property that has not been fully paid for and no continuing service contracts or maintenance agreements.

I. To Seller's knowledge, no special assessments have been levied or, to the best of Seller's knowledge, are threatened, intended or pending against all or any part of the Property.

J. Intentionally Deleted.

K. To Seller's knowledge, there are no unrecorded covenants, easements, leases, licenses or rights of any parties, either personally or appurtenant to the Property except for that certain lease agreement by and between Seller and _____ dated _____, which lease shall be terminated prior to Closing.

L. To Seller's knowledge, there are no violations of any state, federal or local law or ordinance against the Property.

M. Intentionally Deleted

N. To Seller's knowledge, no written commitments have been made to any governmental authority, utility company, school board, church or other religious body or any homeowner's association, or to any other organization, group or individual, relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property other than as set forth in the Permitted Encumbrances.

O. All information with respect to the Property furnished to Buyer by Seller prior to the Effective Date and after the Effective Date up until the Closing Date is, and shall be, to the best of Seller's knowledge, complete and accurate in all material respects.

~~⊖~~ For purposes of this Agreement and any document delivered at Closing, whenever the phrase **"to the best of Seller's knowledge"** or the **"knowledge"** of Seller or words of similar import are used, they shall be deemed to mean and are limited to the current actual knowledge only of Mary Lou Bedford, at the times indicated only, and not any implied, imputed or constructive knowledge of such individual or of Seller, and without any independent investigation or inquiry having been made or any implied duty to investigate, make any inquiries. Furthermore,

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it is understood and agreed that Mary Lou Bedford shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

6.2 Buyer. The representations and warranties of Buyer in this Section 6.2 are a material inducement for Seller to enter into this Agreement. Such representations and warranties of Buyer shall be true, accurate and complete as of the Effective Date and on the Closing Date, shall be deemed material and shall survive the Closing and the passing of title to the Property for a period of twelve (12) months following the Closing. Buyer represents and warrants to Seller as follows:

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Buyer has the requisite power to carry out its business, execute this Agreement, and perform its obligations pursuant to this Agreement. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary action on the part of Buyer and all required consents or approvals have been obtained. This Agreement is a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

6.3 AS-IS CONDITION/RELEASE. Buyer and Seller each acknowledge and represent to the other that each has been represented by an attorney in connection with the negotiation and finalizing of this Agreement, or such Party has made a conscious decision to not employ an attorney for such purposes, that negotiations have been arms length and free of any coercion or conflict of interest, and that each Party has entered into this Agreement "As-Is", free of any representation or warranty from the other Party other than those expressed representations set forth in this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE AND ELSEWHERE IN THIS AGREEMENT, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND PURCHASER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ANY SELLER RELATED PARTIES, OR THEIR AGENTS, OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, the structural elements, seismic aspects of the Property, foundation, roof, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, the square footage of the Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity,

(vii) the presence of hazardous materials on neighboring property, (viii) the quality of any labor and materials used in the construction of the Property, (ix) the condition of title to the Property, (x) the value, economics of the operation or income potential of the Property, or (xii) any other fact or condition which may affect the Property, including without limitation, the physical condition, value, economics of operation or income potential of the Property.

Without limiting the above, and subject to the representations and warranties of SELLER contained in Section 6.1 hereof, Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's investment advisor, the partners, trustees, beneficiaries, members, members, managers, directors, officers, employees and agents and representatives of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Seller Related Parties"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, court costs and attorneys' fees and disbursements), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, and the environmental condition of the Property; ~~or~~ (ii) any law or regulation applicable to the Property, including, without limitation, any environmental law and any other federal, state or local law; or (iii) the City of Lake Worth City Commission's approval to provide funding to the Seller's predecessor (then the Lake Worth Chamber of Commerce) to acquire the Property (as approved on May 3, 2004 and May 17, 2005; and, as further discussed by the City Commission on January 3, 2012). The provisions of this Section 6.3 shall survive Closing.

7. COVENANTS

7.1 Seller. Seller covenants and agrees with Buyer that Seller shall:

A. Prior to the Closing, comply with any federal, state, municipal or other health, building, zoning, safety, environmental protection or other applicable code, law, ordinance or regulation of which Seller receives written notice prior to the Closing Date, and remove and cure any violations and remove any notices of such violations.

B. Between the Effective Date and the Closing Date, take no action and permit no action to be taken that would result in the creation of a lien against the Property.

C. Not modify, amend, encumber or permit to be encumbered with any encumbrance, lien or other claim or right, the Property, except as specifically set forth in this Agreement.

D. Cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the Closing.

E. Pay and discharge, as of the Closing Date, any assessment or lien against the Property, or any part of the Property, which may become due and payable on or before the

Closing Date, other than such property taxes for the current tax year which are to be adjusted in accordance with the provisions of Section 10.3.

7.2 Buyer. Buyer covenants and agrees with Seller as follows:

Buyer shall use reasonable efforts, in good faith and with diligence, to cause all of the representations and warranties made by Buyer in Section 6.2 hereof to be true and correct on and as of the Closing Date.

8. **EMINENT DOMAIN**

8.1 Eminent Domain. If, before the Closing Date, proceedings are commenced for the taking of all or any portion of the Property by exercise of the power of eminent domain (a “**Taking**”), then Buyer shall have the right, by giving notice to Seller within thirty (30) days after Seller gives notice of the commencement of such proceedings to Buyer, to terminate this Agreement, in which event this Agreement shall terminate and the Escrow Agent will be authorized to deliver the Earnest Money as directed by Buyer. If a Taking occurs, but Buyer does not exercise the right to terminate this Agreement, then this Agreement shall remain in full force and effect and, on the Closing Date, the condemnation award (or, if not theretofore received, the right to receive such award) payable on account of the taking shall be transferred to Buyer. Seller shall give notice to Buyer reasonably promptly after Seller’s receiving notice of the commencement of any proceedings for the taking by exercise of the power of eminent domain of all or any part of the Property. If necessary, the Closing Date shall be postponed until Seller has given any notice to Buyer required by this Section 8.1 and the period of thirty (30) days described in this Section 8.1 has expired.

9. **CONDITIONS PRECEDENT**

9.1 Seller. The obligation of Seller to perform Seller’s obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions at or prior to the Closing:

A. Buyer shall have delivered the Purchase Price to the Closing Agent at the Closing pursuant to the terms of this Agreement with instructions to forward the net cash due Seller to Seller upon completion of Seller’s obligations set forth in this Agreement.

B. Buyer shall have executed (where applicable) and delivered the closing documents to be executed and delivered by Seller.

C. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date.

D. Buyer shall have performed, observed, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with on Buyer’s part prior to or as of the Closing Date.

9.2 Buyer. The obligation of Buyer to perform Buyer's other obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions at or prior to the Closing, unless otherwise specified::

A. Title to the Property shall be free of Encumbrances other than Permitted Encumbrances.

B. Seller shall have executed (where applicable) and delivered the closing documents to be executed and delivered by Seller.

C. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date.

D. Seller shall have performed, observed, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with on Seller's part prior to or as of the Closing Date.

10. CLOSING

10.1 Procedure. The following shall occur at the Closing on the Closing Date:

A. Seller shall deliver to Buyer:

(i) the Deed, duly executed and acknowledged by Seller;

(ii) a Bill of Sale duly executed by Seller, if the transaction involves personal property;

(iii) a Non-Foreign Affidavit duly executed by Seller and in form sufficient to satisfy the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder;

(iv) such affidavits or certificates as may be requested by the Title Company in connection with the purchase of the Property; and

(v) any other documents, instruments or agreements called for under this Agreement which have not previously been delivered.

B. Buyer shall deliver to Closing Agent the balance of the Purchase Price (excluding the Earnest Money) in accordance with Section 2.2, subject to adjustment as set forth in this Agreement, as well as any affidavits or certificates as may be reasonably requested by the Title Company in connection with the purchase of the Property or other documents, instruments or agreements called for under this Agreement.

10.2 Possession. Seller shall transfer possession of the Property to Buyer on the Closing Date vacant and free of leases or tenancies.

10.3 Adjustments.

A. The following shall be apportioned and adjusted between Seller and Buyer as of 11:59 p.m. (Florida time) the day preceding the Closing Date, except as otherwise specified: real property taxes, water and sewer rents and charges and other like and similar municipal taxes and charges.

B. If any item covered by this Section 10.3 cannot be apportioned because the same has not been (or cannot be) fully ascertained on the Closing Date, or if any error has been made with respect to any apportionment, then such item shall be apportioned (or corrected, as applicable) as soon as the same is fully ascertained and shall be paid within twenty (20) days thereafter by the appropriate Party. Any Property-related bills received after Closing related to the period prior to Closing shall be promptly paid by Seller unless the same are the subject of adjustment as set forth in Section 10.3A.

C. Real estate tax refunds and credits received after the Closing which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Buyer, pursuant to this Section 10.3.

D. If, as of the Closing Date, the Property shall be (or shall have become) subject to a special or local assessment or charge of any kind (whether or not yet a lien), then Seller shall pay all installments due and payable prior to the Closing Date; provided, however, that any installment payable after the Closing Date but attributable in whole or in part to any events or periods prior to the Closing Date shall be apportioned at the Closing. Buyer shall be responsible for all installments of such assessments payable after Closing which are solely attributable to the period from and after the Closing Date.

E. In the event either Buyer or Seller shall owe the other any money as a result of the terms of this Section 10.3 (whether at Closing or thereafter), then the Party owing such money shall pay the other Party such money promptly, as soon as the amount is finally determined.

F. This Section 10.3, and all rights and duties of the Parties pursuant to this Agreement, shall survive the Closing.

10.4 Costs. Except as otherwise expressly provided in this Agreement, at the Closing Seller shall pay all State, county, town or other transfer and conveyance taxes (including Florida documentary stamp tax), the cost of recording the Deed and other closing documents, the cost of updating the Survey and Seller's share of prorations. Buyer shall pay the Title Company's search and examination fees, the premium for the Title Policy and any endorsements required by Buyer, and Buyer's share of prorations. Except as otherwise set forth in this Agreement, each Party shall pay their own reasonable legal fees.

11. **DEFAULTS AND REMEDIES**

11.1 If Buyer defaults, Seller's sole remedy shall be to receive and retain the Earnest Money (including all interest earned on the Earnest Money) as liquidated damages, it being agreed that Seller's damages in case of Buyer's default might be impossible to ascertain and that the

Earnest Money constitutes a fair and reasonable amount of damages under the circumstances and not a penalty.

11.2 If Seller defaults hereunder, Buyer may as its sole remedies, elect one of the following: (i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing, in which event the Escrow Agent will be authorized to deliver the Earnest Money (including all interest earned on the Earnest Money) as directed by Buyer, and thereafter neither Seller nor Buyer shall have any obligations to the other under this Agreement, except as specifically set forth in this Agreement; or (ii) enforce specific performance of this Agreement against Seller.

12. **MISCELLANEOUS.**

12.1 **Governing Law; Jurisdiction.** This Agreement shall be construed according to the laws of the State of Florida. The Parties agree to submit to personal jurisdiction in the Circuit Court in and for Palm Beach County Florida (or at Buyer's option the County in which the Property is located), in any action or proceeding arising out of this Agreement.

12.2 **Entire Agreement.** This Agreement states the entire agreement between the Parties and supersedes all prior agreements and negotiations, either oral or written, with respect to the subject matter of this Agreement and neither Seller nor Buyer is or shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in this Agreement.

12.3 **Notice.** Any notice, demand or other written instrument permitted or required to be given or sent under this Agreement, shall be in writing, signed by the Party giving the same, and shall be sent (i) hand-delivered, effective upon receipt, (ii) by United States Express Mail or by overnight courier, effective upon receipt, or (iii) by certified mail, postage prepaid, return receipt requested, deemed effective on the earlier of the day of actual delivery, as shown by the addressee's return receipt, or the expiration of three (3) business days after the date of mailing, in each case addressed to the Party intended to receive the same at the address set forth below:

IF TO SELLER:

Telephone: _____
Facsimile: _____
Email: _____

WITH A COPY TO:

Gonzalez, Shenkman & Buckstein, PL
Wellington Reserve
1035 South State Road 7, Suite 312
Wellington, FL 33414
Attn: Francisco J. Gonzalez, Esq.

Telephone (561) 227-1575
Facsimile(561) 227-1574
Email: fgonzalez@gsblawfirm.com

IF TO BUYER:

City of Lake Worth
Attn: Michael Bornstein, City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

WITH A COPY TO:

Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

IF TO ESCROW AGENT:

Gonzalez, Shenkman & Buckstein, PL
Wellington Reserve
1035 South State Road 7, Suite 312
Wellington, FL 33414

Any Party shall have the right to change the place to which any such notice shall be sent by a similar notice sent in like manner to all Parties.

12.4 Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, executors, successors and permitted assigns.

12.5 Assignment. This Agreement may be assigned by Buyer without the prior consent of Seller and at no penalty, cost or expense to the Buyer, provided that Buyer gives Seller prior written notice of such assignment prior to the Closing Date. At the Buyer's sole discretion, any assignments of this Agreement may also include the assignment of the duties of the Escrow Agent or any escrow agreements associated with this Agreement to a new "Escrow Agent." Notwithstanding an assignment of the duties of the Escrow Agent, _____ will remain the Closing Agent. Any such permitted assignment shall not relieve Buyer of its obligations set forth in this Agreement.

12.6 Attorney's Fees. If there is any legal action or proceeding between Seller and Buyer arising from or based upon this Agreement, the unsuccessful Party to such action or proceeding shall pay to the prevailing Party all costs and expenses, including reasonable attorney's fees, incurred by such prevailing Party in such action or proceeding. This Section 12.6 will survive the Closing (or, if the Closing does not occur, the earlier termination of this Agreement).

12.7 Further Assurances. From and after the Effective Date, Seller and Buyer shall do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement.

12.8 Modifications; Waivers. No provision of this Agreement may be, amended, waived or modified, including, without limitation, by conduct, custom or course of dealing, other than by an express writing signed by the Party against whom enforcement of such, amendment, waiver or modification is sought.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same Agreement.

12.10 Severance. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement.

12.11 Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the Party who drafted this Agreement. If any words or phrases in this Agreement shall have been stricken out or otherwise mutually eliminated; whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that such words or phrases were so stricken out or otherwise eliminated. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words imparting the singular number shall mean and include the plural number and vice versa.

12.12 Escrow Agent.

A. Escrow Agent shall hold all deposits paid pursuant to this Agreement as escrow agent for the benefit of the Parties in accordance with the following terms of this Agreement. If for any reason the Closing does not occur and either Party makes a written demand upon Escrow Agent for payment of the Earnest Money, such written demand shall specify the reason the Closing shall not occur and Escrow Agent shall deliver a copy of such written demand to the other Party. If Escrow Agent does not receive a written objection to the proposed payment from the other Party within ten (10) business days after the giving of such notice, Escrow Agent shall make such payment. If Escrow Agent receives written objection within such ten (10) day period, or if, for any other reason, Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold the Earnest Money until otherwise directed by written instructions from both Parties or a final judgment of a court. At any time, Escrow Agent may deliver the Earnest Money to the Clerk of the Circuit Court, in Florida having subject matter jurisdiction over this Agreement. Escrow Agent shall give written notice of such delivery to Seller and Buyer. Upon such delivery of the Earnest Money, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

B. Buyer and Seller acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for set forth in this Agreement convenience, that Escrow Agent shall not be deemed to be the agent of either Party and that Escrow Agent shall not be liable to Buyer or Seller for any act or omission on its part, unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent. Escrow Agent may act upon any instrument or other writing believed by it to be genuine. Escrow Agent shall not be bound by any modification of this Agreement unless such modification is in writing and signed by Buyer and Seller (with a copy delivered to Escrow Agent), and, if Escrow Agent's duties set forth in this Agreement are affected, unless Escrow Agent shall have given, in writing, its prior written consent to such modification. Escrow Agent shall not be required or obligated to determine any questions of law or fact. Seller and Buyer shall jointly and severally indemnify and

hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees and litigation costs, incurred in connection with the performance of Escrow Agent's duties set forth in this Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent.

12.13 Brokerage. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that they know of no broker or finder who has claimed, or who has the right to claim, any fee, commission or other similar compensation in connection with the transaction contemplated by this Agreement, and that they have taken no actions which would form the basis for such a claim. In the event that the transactions contemplated by this Agreement close and, only in such event, Seller shall pay all brokerage fees and commissions to the Brokers pursuant to a separate agreement. Buyer is not responsible for any broker's fees or commissions under this Agreement. Seller and Buyer shall each indemnify, hold harmless and defend the other against all liability, loss, cost, claim or expense arising out of any breach by either of them, as the case may be, against its respective obligations or representations in this Section 12.13. This Section 12.13 shall survive the Closing (or, if the Closing does not occur, the earlier termination of this Agreement).

12.14 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

~~12.14~~12.15 Approval. This Agreement shall not become binding or effective upon the Parties until approved by the Buyer's City Commission.

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[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names or have set their hands and seals as of the Effective Date.

SELLER:

Witnesses:

Print Name:

Print Name:

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names or have set their hands and seals as of the Effective Date.

BUYER:

By: _____
Name: _____

Title: _____

BUYER: THE CITY OF LAKE WORTH

ATTEST: _____ By: _____
Pam Triolo, Mayor

Pam Lopez, City Clerk

Witness:

Print Name:

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names or have set their hands and seals as of the Effective Date.

ESCROW AGENT:

By: _____
Name: _____
Title: _____

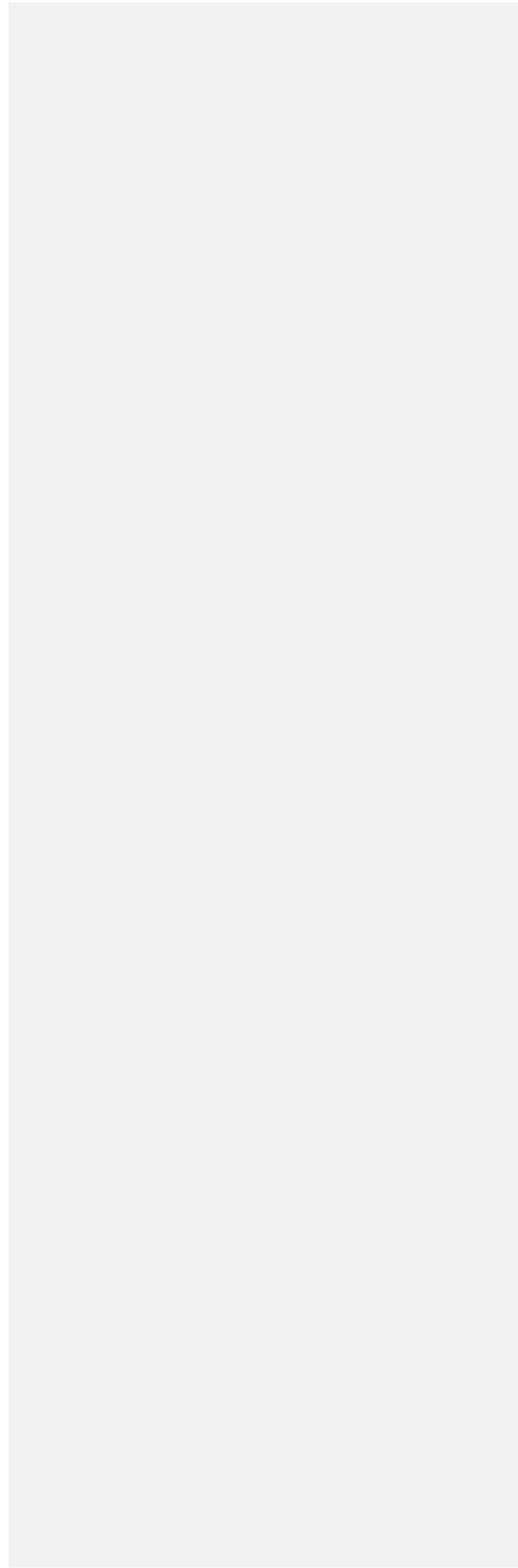


EXHIBIT A

The East 10 Feet of Lot 19 and All of Lots 20 and 21, Block 23, Palm Beach Farms Company Plat No. 2, Townsite of Lucerne n/k/a Lake Worth, according to the map or plat thereof as recorded in Plat Book 2, pages 29, Public Records of Palm Beach County, Florida



AGENDA DATE: May 17, 2016

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-13 - Second Reading and Second Public Hearing - amend various sections and tables of the City's Land Development Regulations

SUMMARY:

The Ordinance amends Chapter 23, Land Development Regulations, of the City's Code of Ordinances including six (6) articles of the Land Development Regulations: General Provisions, Administration, Zoning Districts, Development Standards, and Supplemental Regulations. The ordinance also revises the Land Development Regulation's permitted use table, and Environmental Regulations.

BACKGROUND AND JUSTIFICATION:

On August 6, 2013, the City of Lake Worth adopted Chapter 23, Land Development Regulations (LDRs), of the Code of Ordinances. The LDRs include six (6) articles governing all development within the City. As use of the adopted LDRs progress, some provisions require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen since adoption.

The proposed amendments provide clarification, edits and additions to the LDRs' definitions; notice requirements for public hearing; site plan review; zoning districts; development standards; off-street parking; sign code; and, landscape regulations.

On February 3, 2016, the Planning & Zoning Board, at its regularly scheduled meeting, discussed the proposed amendments to the LDRs and voted 7-0 to recommend approval to the City Commission.

On February 10, 2016, the Historic Resources Preservation Board, at its regularly scheduled meeting, discussed the proposed amendments to the LDRs and voted 5-0 to recommend approval to the City Commission.

At its meeting of April 5, 2016, the City Commission voted 3-1 to approve the changes to the LDRs providing that modifications to the original home occupation section were removed.

At its meeting of April 19, 2016, the motion to approve the ordinance died for lack of a second. Also, the motion to reschedule hearing to a date certain failed for a lack of a second. Consequently, the proposed ordinance has been re-advertised and is being heard as a first reading during a public hearing.

At its meeting of May 3, 2016, the City Commission voted 3-2 to approve the ordinance and to schedule the Second Reading and Public hearing for May 17, 2016.

MOTION:

I move to approve/disapprove Ordinance No. 2016-13 on second

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

P&Z Board and HRPB Staff Reports

Ordinance – revised from April 5, 2016 City Commission agenda.

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ORDINANCE NO. 2016-13 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 1 DIVISION 2, SECTION 23.2-12, DEFINITIONS; ARTICLE 2, DIVISION 3, SECTIONS 23.2-30 SITE PLAN REVIEW; ARTICLE 3, DIVISION 1, SECTION 23.2-15, NOTICE REQUIREMENTS; ARTICLE 3, DIVISION 1, SECTION 23.3-6, PERMITTED USE TABLE; ARTICLE 3 DIVISION 2, SECTION 23.3-17, MU-DH – MIXED USE DIXIE HIGHWAY; ARTICLE 4, DEVELOPMENT STANDARDS, SECTION 23.4-3, EXTERIOR LIGHTING; SECTION 23.4-6, HOME OCCUPATIONS; SECTION 23.4-10, OFF-STREET PARKING; ARTICLE 5, SUPPLEMENTAL REGULATIONS, SECTION 23.5-1, SIGNS; ARTICLE 6, ENVIRONMENTAL REGULATIONS, SECTION 23.6-1, LANDSCAPE REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City adopted a new Chapter 23 Land Development Regulations of the code of ordinances on August 6, 2013; and

WHEREAS, as use of the new Chapter 23 proceeds, items are identified that need clarification or revision in order to refine and implement the code; and

WHEREAS, the City periodically amends and updates the Land Development Regulations; and

WHEREAS, on February 3 2016 this amendment was reviewed by the Lake Worth Planning and Zoning Board at a public hearing and the Board found the amendment to be consistent with the Comprehensive Plan and made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, on February 10 2016 this amendment was reviewed by the Historic Resources Preservation Board which made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

51 Section 1. The foregoing “WHEREAS” clauses are true and correct and are
52 hereby ratified and confirmed by the City Commission.
53

54 Section 2. Chapter 23 Article 1 Division 2, Section 23.2-12, Definitions is
55 amended by adding the words and letters shown in underline and deleting words
56 and letters struck through as indicated in exhibit A.
57

58 Section 3. Chapter 23 Article 3. Division 1 Section 23.2-15, Notice Requirements
59 is amended by adding the words and letters shown in underline and deleting the
60 words and letters struck through as indicated in exhibit B.
61

62 Section 4. Chapter 23 Article 2. Division 3, Section 23.2-30, Site Plan Review is
63 amended by adding the words and letters shown in underline and deleting the
64 words and letters struck through as indicated in exhibit C.
65

66 Section 5. Chapter 23 Article 3. Division 1 Section 23.3-6, Permitted Use Table
67 is amended by adding the words and letters shown in underline and deleting the
68 words and letters struck through as indicated in exhibit D.
69

70 Section 6. Chapter 23 Article 3. Division 1 Section 23.3-17, Mixed Use Dixie
71 Highway is amended by adding the words and letters shown in underline and
72 deleting the words and letters struck through as indicated in exhibit E.
73

74 Section 7. Chapter 23 Article 4. Section 23.4-3, Exterior Lighting is amended by
75 adding the words and letters shown in underline and deleting the words and
76 letters struck through as indicated in exhibit F.
77

78 Section 8. Chapter 23 Article 4. Section 23.4-6, Home Occupations is amended
79 by adding the words and letters shown in underline and deleting the words and
80 letters struck through as indicated in exhibit G.
81

82 Section 9. Chapter 23 Article 4. Section 23.4-10, Off-Street Parking is amended
83 by adding the words and letters shown in underline and deleting the words and
84 letters struck through as indicated in exhibit H.
85

86 Section 10. Chapter 23 Article 5. Section 23.5-1, Signs is amended by adding the
87 words and letters shown in underline and deleting the words and letters struck
88 through as indicated in exhibit I.
89

90 Section 11. Chapter 23 Article 4. Section 23.6-1, Landscape Regulations is
91 amended by adding the words and letters shown in underline and deleting the
92 words and letters struck through as indicated in exhibit J.
93

94 Section 12. Severability. If any section, subsection, sentence, clause, phrase or
95 portion of this Ordinance is for any reason held invalid or unconstitutional by any
96 court of competent jurisdiction, such portion shall be deemed a separate, distinct,
97 and independent provision, and such holding shall not affect the validity of the
98 remaining portions thereof.

99

100 Section 13. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
101 conflict herewith are repealed to the extent of such conflict.

102

103 Section14. Codification. All exhibits of the ordinance shall be made a part of the
104 City code of ordinances and may be re-numbered or re-lettered to accomplish
105 such, and the word "ordinance" may be changed to "section", "division", or any
106 other appropriate word.

107

108 Section15. Effective Date. This Ordinance shall take effect ten days after its
109 adoption.

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

Mayor Pam Triolo	Aye
Vice Mayor Scott Maxwell	Aye
Commissioner Christopher McVoy	Nay
Commissioner Andy Amoroso	Aye
Commissioner Ryan Maier	Nay

The Mayor thereupon declared this Ordinance duly passed on first reading on the 3rd day of May, 2016.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed and enacted on the _____, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

EXHIBIT A

Chapter 23

ZONING

ARTICLE 1 GENERAL PROVISIONS, DIVISION 2, SECTION 23.2-12 DEFINITIONS

Amended by adding the words and figures shown in underline type and deleting the words and figures crossed through.

Accessory structure: Any detached structure which houses an accessory use which is customarily incidental and subordinate to the principal structure. Accessory structures shall count toward overall floor area ratio (FAR) and lot coverage. Such structure must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right of way.

Accessory building: A building, structure, or use on the same lot with, and of a nature customarily incidental and subordinate to, the principal building, structure, or use. Examples would include detached garages or tool sheds. Accessory buildings shall count toward overall floor area ratio (FAR) and lot coverage. Such buildings must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right of way.

Lumen: A unit of measure of the quantity of light that falls on an area of one square foot every point of which one foot from the source of one candela. A light source of one candela emits a total of 12.57 lumens.

Pharmaceutical & Medicine: An establishment primarily engaged in one (1) or more of the following: (1) manufacturing biological and medicinal products; (2) processing (i.e., grading, grinding, and milling) botanical drugs and herbs; (3) isolating active medicinal principals from botanical drugs and herbs; and (4) the collection, destruction, disposal, or other related processes.

Research & Development, Scientific/Technological: An establishment engaged in conducting original investigation undertaken on a systematic basis to gain new knowledge (research) and/or the application of research findings or other scientific knowledge for the creation of new or significantly improved products or processes (experimental development). Excluding treatment, storage, or processing of human or animal bodies or body parts. Medical or scientific research which involves the use, treatment, storage, or processing of human or animal bodies or body parts would require conditional use approval.

Testing Laboratory: An establishment primarily engaged in performing laboratory analysis of natural, biological resources and manufactured materials. The scientific analysis is generally performed for an outside customer to support the work of that customer.

Exhibit B
Chapter 23
ZONING

ARTICLE 2 ADMINISTRATION, DIVISION 1, SECTION 23.2-15 SUMMARY ILLUSTRATION OF
NOTICE REQUIREMENTS FOR PUBLIC HEARING

Amended by adding the words and figures shown in underline type and deleting the words and figures crossed through.

Table 2-2. Notice Requirements

Type of Permit Application	Newspaper Publication	Mailing	Site Posting	None Required
Historic landmark designation - district or individual property	44 <u>10</u> days	44 <u>10</u> days 400' R	10 days	
Certificate of appropriateness (COA) - Administrative	-	-	-	X
Certificate of appropriateness (COA) - Board • Demolition • New construction	10 days	10 days <u>400' R</u>	Within 3 days of application <u>10 days</u>	-
Ad valorem tax abatement	<u>10 days</u>	10 days	Within 3 days of application <u>10 days</u>	-
Annexation - voluntary and involuntary	First hearing: 7 days Second hearing: 5 days	10 days 400' R	<u>10 days</u>	-
Administrative use permit	-	-	-	X
Conditional use permit	10 days	10 days 400' R	10 days	-
Variance	10 days	10 days 400' R	10 days	-
Proximity waiver	-	-	X	-
Planned development (PD)	10 days prior to adoption hearing	<u>10 days</u> 400' R	<u>10 days</u>	-
Site plan - minor				X
Site plan - major	10 days	10 days 400' R	10 days	-
Sustainable bonus incentive (per associated permit required)	-	-	-	-

Type of Permit Application	Newspaper Publication	Mailing	Site Posting	None Required
Zoning map amendment, (rezone initiated by other than city)	10 days prior to adoption hearing	<u>10 days</u> 400' R	<u>10 days</u>	-
Zoning map amendment (rezone initiated by city) less than 10 acres	<u>10 days</u>	30 days <u>10 days</u> 400' R	<u>10 days</u>	
Zoning map amendment (rezone initiated by city) 10 acres or more	First hearing: 7 days Second hearing: 5 days	<u>10 days</u> 400' R	<u>10 days</u>	
Zoning text amendments (change to list of uses within a zoning category)	First hearing: 7 days Second hearing: 5 days			
Zoning text amendments	10 days prior to adoption hearing			
Comprehensive plan future land use map amendment (small scale, 10 or fewer acres)	<u>5 10 days</u>			
Comprehensive plan amendment (more than 10 acres)	First hearing: 7 days Second hearing: 10 days			
Appeals to city commission of PZB or HRPB		10 days 400' R		

The foregoing Table 2-2 is illustrative with the text being controlling in the event of conflict or ambiguity between the text of these LDRs and the table.

Exhibit C

Chapter 23

ZONING

ARTICLE 2 ADMINISTRATION, DIVISION 3, SECTION 23.2-30 SITE PLAN REVIEW

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.2-30. - Site plan review.

a) *Intent.* The intent of the site plan review provisions is to establish standards for development and provide review procedures which ensure compliance with these qualitative standards and with other regulations of these LDRs. Site plans shall be prepared in accordance with the qualitative site design requirements in section 23.2-31. Site plan review and approval shall be required for the following:

1. Construction of all new structures, except principal and accessory structures associated with use a lot or parcel for single-family detached dwelling units.
2. Modification of existing structures, except principal and accessory structures associated with use of a lot or parcel for single-family detached dwelling units.
3. Occupancy of an existing structure, where a change of occupancy requires additional parking, a site plan shall be required. Where a change of use does not require additional parking, an application so stating and signed by the development review official must be attached to the certificate of occupancy application file prior to the issuance of a certificate of occupancy.

In the case of a site plan that is part of a master development plan for a planned development district, the procedures in section 23.3-25 shall apply.

b) *Determination if site plan review required.* Prior to issuance of a building permit or a certificate of occupancy, the development review official shall determine if site plan review pursuant to the provisions of this section is required. If site plan review is required, the development review official shall notify the applicant of this determination.

c) *Determination of type of site plan review procedure application.* Applications shall be submitted to the department for community sustainability. The development review official shall review development applications to determine if they require site plan review or approval as minor or major developments. If the application constitutes a major development, notice of the review by the appropriate board shall be given by publication, posting and courtesy mailing in accordance with the notice provision of this article. The development review official's determination shall be based on the following criteria:

1. Minor development may include the following:

- a. Addition of awnings, canopies or ornamental structures; redesign and different location of pools, parking spaces and drives and driveways; modifications in stairs or elevations of decks, porches, terraces and fencing; or similar types of improvements;
- b. Addition of up to twenty (20) parking spaces;
- c. Attached or detached additions to buildings which do not increase the floor area by more than five thousand (5,000) square feet; and
- d. New structures having less than ~~ten thousand (10,000)~~ seven thousand five hundred (7,500) square feet of floor area.

Exhibit D

Chapter 23

ZONING

ARTICLE 3 ZONING DISTRICTS, DIVISION 1, SECTION 23.3-6 PERMITTED USE TABLE
Amended by adding the words shown in underlined type and deleting the words crossed through.

(to be inserted)

Exhibit E

Chapter 23

ZONING

ARTICLE 3 ZONING DISTRICTS, DIVISION 2, SECTION 23.3-17 MU-DH – MIXED USE – DIXIE
HIGHWAY

Amended by adding the words shown in underlined type and deleting the words crossed through.

Sec. 23.3-17. - MU-DH—Mixed use-Dixie Highway.

- a) Intent. The MU-DH mixed use - Dixie Highway district is designed for Dixie Highway, Lake Worth's commercial spine. The MU-DH district is intended to provide the establishment and expansion of a broad range of office and commercial uses, including higher density residential use. Certain commercial uses are not permitted in the district because they will be detrimental to the shopping or office functions of the area. The establishment of certain uses is subject to conditional use review to ensure they will not have a negative impact on nearby residential uses or on the commercial viability of their neighbors. The district implements in part the downtown mixed use land use category of the Lake Worth Comprehensive Plan.
- b) Use restrictions and development regulations for multiple-family residential uses in the MU-DH district. Multiple-family residential uses, excluding single-family and two-family uses, may be established and expanded in the MU-DH district subject to the provisions of section 23.3-10 for uses on the east side of Dixie Highway and section 23.3-11 for uses on the west side of Dixie Highway. Provided however that residential uses shall not be permitted at the ground floor of any building fronting on Dixie Highway.

Exhibit F
Chapter 23
ZONING

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-3. EXTERIOR LIGHTING

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.4-3. - Exterior lighting.

a) *Purpose.* The purpose of this section is to provide for regulations for outdoor lighting that will permit reasonable uses of lighting for nighttime safety, utility, security, productivity, enjoyment and commerce. Further, this section shall strive to:

1. Conserve energy and resources to the greatest extent possible;
2. Minimize adverse off-site impacts, including light trespass and obtrusive light;
3. Curtail light pollution and preserve the nighttime environment; and
4. Help protect the natural environment from the adverse effects of nighttime lighting from electric sources.

b) *Conformance with all applicable codes.* All outdoor lighting shall be installed in conformance with the provisions of this chapter, applicable electrical and energy codes, and applicable sections of the building code.

c) *Design and location.*

1. All outdoor lighting in all zoning districts used to light the general area of a specific site shall be shielded to reduce glare and shall be so located and arranged so as to reflect lights away from all adjacent residential districts, adjacent residences or public thoroughfares.
2. All outdoor lighting in all zoning districts shall be directed toward the ground or the façade of a building.
3. All lighting used for the external illumination of buildings, so as to feature said buildings, shall be placed and shielded so as not to interfere with the vision of motor vehicle operators or pedestrians.
4. High intensity lighting may be used to illuminate parking areas and to promote security, where needed. However, such lighting shall be shielded and located so as not to allow light trespass upon neighboring residential properties or districts in excess of ~~one (1) foot-candle~~ 12.57 lumens when measured on that property.
5. No illuminated signs or any other outdoor feature shall be of a flashing, moving, or intermittent type. Artificial light shall be maintained stationary and constant in intensity and color at all times when in use.
6. Lighting shall be arranged to eliminate conflicts with safe traffic and pedestrian movements.

7. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day.
8. Lighting following the form of the building or part of the building will not be allowed if the overall effect will be detrimental to the environment or contrary to the architectural style of the building.
9. Lighting on a building shall be compatible with the architectural style of the building. Any lighting proposed for decorative or artistic purposes shall be appropriate to both the use and function of the building as well as its architectural style.

Exhibit G

Chapter 23

ZONING

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-6. HOME OCCUPATIONS

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.4-6. - Home occupations.

- a) Purpose. It is the purpose of this section to provide for the orderly use of residential premises for certain customary home occupations. This provision allows for a portion of a residential unit to support a home office space that generates income for the owner/tenant. ~~It~~ It is further the purpose to assure that none of the residential ambiance of a neighborhood is modified or in any way diminished by the presence of said home occupation.
- b) Design and performance standards.
 1. Limited use. The home occupation shall be conducted within the residential premises and only by the person who is licensed to do so and is a resident(s) of the premises. The individual(s) so licensed shall not engage any employees to assist in the home occupation.
 2. Pedestrian and automobile traffic. The home occupation shall not generate pedestrian or automobile traffic beyond what would normally be expected in a residential district.
 3. Maximum area of use. No individual home occupation shall occupy more space than twenty (20) percent of the total floor area of a residence exclusive of any open porch, attached garage, or similar space not suited for or intended to be occupied as living quarters, provided however, in no event shall such all home occupations occupy more than forty (40) percent of the total floor area of the residence or one thousand (1,000) square feet, whichever is less.
 4. No signs or advertisements. No signs, banners or flyers shall be permitted to advertise the accessory use of the premises for an occupational purpose.
 5. Limited equipment. ~~No equipment shall be used on the building site except telephones, typewriters, personal computers and mailboxes. No chemical, electrical or mechanical equipment shall be used except that which is normally used for domestic, or household or home office purposes. No electrical or mechanical equipment which causes outside interference may be installed or used. No equipment or process shall be used in a home occupation which creates fumes, glare, noise, odors, vibration, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single family residence or outside the dwelling unit if conducted in other than a single family residence.~~
 6. Stock in trade. No goods shall be sold on or from the building site. Stock or inventory is permitted in so much as will fit within the allowable area of the residence being utilized as a home occupation and does not create a health or safety hazard. No outdoor storage of materials or equipment related to the home occupation shall be permitted on the premises. Deliveries may not exceed that which would be utilized by a private residence and shall not be disruptive to the immediate neighborhood
 7. Parking. The vehicle used for the home occupation is limited to a passenger car, van, or pickup truck. The vehicle may not be more than twenty (20) feet in overall length and not more than seven (7) feet in overall height. Any vehicles used solely in connection with such home occupation must have separate off-street parking facilities in addition to those provided for the residence, except as otherwise regulated by city ordinances.

8. Residential character. There shall be no alteration in the residential character or appearance of the premises in connection with such home occupation.
9. Neighborhood impact. A home occupation shall not create any nuisance, hazard, or other offensive condition, such as that resulting from noise, smoke, fumes, dust, odors, or other noxious emissions. Electrical or mechanical equipment that causes fluctuations in line voltage, creates any interference in audio or video reception, or causes any perceivable vibration on adjacent properties is not permitted.
10. Three (3) home occupations per residence. No more than three (3) home occupations shall be permitted at any given residence at one (1) time. Each home occupation must maintain the required applicable business tax receipts and use and occupancy certificates.

Exhibit H

Chapter 23

ZONING

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-10. OFF-STREET PARKING

Amended by adding the words shown in underline type and deleting the words crossed through.

Sec. 23.4-10 i) 4. Exceptions.

B. Changes in use, remodeling, or building expansion of existing buildings as designated as a contributing structure in one (1) of the city's historic districts (as determined by section 23.5-4.).

Exhibit I

Chapter 23

ZONING

ARTICLE 5 SUPPLEMENTAL REGULATIONS, SECTION 23.5-1 SIGNS

Amended by adding the words Shown in underlined type and deleting the words crossed through.

Sec. 23.5-1. - Signs

12. *Temporary signs.*

A. Temporary construction, real estate, and development signs shall be permitted, as follows:

- (i) Real estate signs. The maximum allowable sign area for parcels in excess of one hundred fifty (150) lineal feet shall be limited to twelve (12) square feet. Parcels comprise of two (2) acres or more shall be limited to thirty-two (32) square feet. Only one (1) real estate sign per parcel. All real estate signs six (6) square feet and under shall be exempt from permitting requirements.
- (ii) Sign area. The maximum allowable sign area for all other temporary signs shall be thirty-two (32) square feet.
- (iii) No temporary sign shall be placed closer than ~~ten (10)~~ three (3) feet from any ~~side~~ property line.
- (iv) Permits for temporary signs shall be valid for not longer than six (6) months.
- (v) All temporary signs shall meet all applicable regulations set forth in this section.

Exhibit J
Chapter 23
ZONING

ARTICLE 6 ENVIRONMENTAL REGULATIONS, SECTION 23.6-1 LANDSCAPE REGULATIONS
Amended by adding the words shown in underlined type and deleting the words crossed through.

2. *New and existing multiple-family, commercial and industrial development.* On the site of a building or open-lot use providing an off-street parking, storage or other vehicular use area, where such an area will not be screened visually by an intervening building or structure from an abutting right-of-way or dedicated alley, landscaping shall be provided as follows:
 - (a) *Perimeter requirements adjacent to public and private rights-of-way.*
 1. A strip of land at least ten (10) feet in depth located between the off-street parking area or other vehicular use area and the City's Major Thoroughfares and roadway rights-of-way shall be landscaped. For developments located in the Downtown Mixed Use (DT) and the Transit Oriented Development East (TOD-E) zoning districts, a landscape strip of land along roadway rights of way other than Major Thoroughfares must be at least five (5) feet in depth. A similar landscaped strip of land at least five (5) feet in depth shall be located between the City's alleys and off street parking areas or other vehicular use areas. The landscaping shall consist of ~~at least one (1) tree for each twenty (20) linear feet or fraction thereof.~~
 - a. At least one (1) small tree for each fifteen (15) linear feet or fraction thereof, or
 - b. At least one (1) medium tree for each twenty (20) linear feet or fraction thereof, or
 - c. At least one (1) large tree for each twenty-five (25) linear feet or fraction thereof, or
 - d. A combination of small, medium and/or large trees, when aggregated meet the linear spacing as outlined in a through c.

The trees shall be located between the right-of-way line and the off-street parking or vehicular use area. The remainder of the landscape area shall be landscaped with living ground cover and organic mulch.

Additionally, a hedge, wall or other durable landscape area shall be placed along the interior perimeter of the landscape strip. If a hedge is used (see subsection c), it must attain a minimum

height of three (3) feet above the finished grade of the adjacent vehicular use or off-street parking area within one (1) year of planting.

If a nonliving barrier is used, it shall be a minimum of three (3) feet above the finished grade of the adjacent vehicular use. Nonliving barriers shall require additional landscaping to soften them and enhance their appearance. For each five (5) feet of nonliving barrier, two (2) shrubs or vines shall be planted along the street side of the barrier, in addition to tree requirements. Earth berms may be used only when installed in conjunction with sufficient plant materials to satisfy the screening requirements. The slope of the berm shall not exceed a 3:1 ratio.

Hedges for multi-family projects which are used to separate a residential use from an adjacent arterial or collector road right-of-way may attain a height of eight (8) feet to mitigate the impact of the adjacent roadway, unless otherwise prohibited. A visibility triangle shall be maintained (see section 23.4-4).

Perimeter hedging installed to effect screening of storage areas must be a minimum of four (4) feet in height at the time of installation and be permitted to grow to a height to conceal the materials being stored. Perimeter shade trees are required to be planted every twenty (20) feet and are not permitted to be clustered. Palm trees used for the purpose of street trees must be planted in clusters of three (3) with no palm being planted further than ten (10) feet apart.

2. The unpaved portion of the right-of-way adjacent to the property line shall be landscaped and provided with irrigation and maintenance.

(b) *Perimeter landscaping requirements relating to abutting properties.*

1. A landscaped screen shall be provided between the off-street parking area or other vehicular use area and abutting properties. The landscape screen may be two (2) feet in height at the time of planting and shall achieve and be maintained at not less than three (3) feet and no greater than six (6) feet in height to form a continuous screen between the off-street parking area or vehicular use area and such abutting property. This landscape screen shall be located between the common lot line and the off-street parking area or other vehicular use area in a planting strip of not less than five (5) feet in width. In addition, one (1) shade tree shall be provided for every twenty (20) linear feet of such landscaped screen or fraction thereof.

2. Where any commercial or industrial area abuts a residential zoning district in addition to requirements established for district boundary line separators in the zoning code one (1) shade tree shall be planted every twenty (20) feet to form a solid tree line.

3. The provision for perimeter landscape requirements relating to abutting properties shall not be applicable where a proposed parking area or other vehicular use area abuts an existing hedge or established tree line. The existing hedge and trees may be used to satisfy the landscape requirements provided the existing material meets all applicable standards. The landscape strip, a minimum of five (5) feet in depth, however, is still required, and must be landscaped with living ground cover. If the existing landscaping does not meet the standards of this section, additional landscaping shall be required as necessary to meet the standards. In the event that the landscaping provided by the adjacent property which has been used to satisfy the landscaping requirements for the property making application is ever removed,

the property heretofore using the existing vegetation to satisfy landscaping requirements must then install landscaping as required to comply with the provisions of this code.

(c) Interior landscaping requirements relating to areas exclusive of vehicular parking areas and building footprints.

1. All pervious areas of a site that not associated with required water retention shall be provided landscaping meeting the following standards.

- a. At least one (1) small tree for each two hundred and twenty-five (225) square feet or fraction thereof, or
- b. At least one (1) medium tree for each four hundred (400) square feet or fraction thereof, or
- c. At least one (1) large tree for each six hundred and twenty-five (625) square feet or fraction thereof, or
- d. A combination of small, medium and/or large trees, when aggregated meet the square footage tree ratio as outlined in a through c.
- e. A five (5) foot building landscape area shall be provided adjacent to the perimeters of all buildings where one (1) shrub shall be planted for every five square feet of landscaping area.
- f. The remainder of the building landscape area shall be landscaped with living ground cover and organic mulch.
- g. The remainder of the impervious area of the site shall be landscaping with grass, living ground cover, organic mulch or other material as deemed appropriate by the community sustainability department.
- h. Additional landscaping may be provided which shall serve as credit toward the Sustainable Bonus Incentive Program in applicable.

3. Interior landscape requirements for parking and other vehicular use areas.

- (a) The amount of interior landscaping within off-street parking areas shall amount to no less than twenty (20) percent of the total area used for parking and accessways.
- (b) There shall be a group of palms or a shade tree for every one hundred (100) square feet of required interior landscaping. No more than twenty-five (25) percent of these required trees shall be palms.
- (c) Landscape islands which contain a minimum of seventy-five (75) square feet of plantable area, with a minimum dimension of eight (8) feet, exclusive of the required curb, shall be placed at intervals of no less than one (1) landscaped island for every ten (10) parking spaces. One (1) shade tree or equivalent number of palm trees shall be planted in every interior island.

- (d) Each row of parking spaces shall be terminated by landscape islands with dimension of eight (8) feet in width, exclusive of curbs. An exception to this requirement is when a landscaped area exists at the end of the parking row.
- (e) Whenever parking tiers abut, they shall be separated by a minimum five-foot wide landscape strip. This strip shall be in addition to the parking stall. Non-mountable curbs are not required for these landscaping strips, provided carstops are installed. Should carstops not be installed the landscape strip shall be a minimum of nine (9) feet wide and be provided a non-mountable curb.
- (f) Perimeter landscape strips which are required to be created by these land development regulations shall not be credited to satisfy any interior landscaping requirements; however, the gross area of perimeter landscape strips which exceed minimum requirements may, upon approval by the ~~building~~ community sustainability department, be credited to partially satisfy the interior landscape requirements of this section.
- (g) Interior landscaping in both parking areas and other vehicular use areas shall, insofar as possible, be used to delineate and guide major traffic movement within the parking area so as to prevent cross-space driving wherever possible. A portion of the landscaping for interior parking spaces, not to exceed twenty-five (25) percent of the total requirement, may be relocated so as to emphasize corridors or special landscape areas within the general parking area or adjacent to buildings located on the site, if helpful in achieving greater overall aesthetic effect. Such relocated landscaping shall be in addition to the perimeter landscaping requirements.
- (h) All dumpster and refuse areas and all ground level mechanical equipment shall be screened with shrubbery or with fencing where visible from public rights-of-way.
- (i) Landscaping may be permitted in easements only with the written permission of the easement holder. Written permission shall be submitted as part of the site plan or landscape plan review.
- (j) All landscaped areas shall be provided with an irrigation system, automatically operated, to provide complete coverage of all plant materials to be maintained. This system should be designed to automatically shut off when raining. The source of water may be either from city water or non-potable water. The use of recycled water is encouraged.

	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU-W Lake & 10th	TOD-E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
TYPE/USE																											
RETAIL																											
High Intensity Retail Uses - Greater than 7,500 sq. ft.																											
Drive Through Facilities													C	C													
Drug Store Full Service							C		C		C		C	C	C	C											
Grocery Store Regional							C		C		C		C	C	C	C											
Home Improvement Center													C	C													
Produce Market							C			C	C		C	C	C	C											
Liquor Store							C			C	C		C	C													
Merchant Retail Stock (Reference Ordinance Chapter 14)							C			C	C		C	C	C	C											
Auto, Boat, Cycle, RV Sales See Automotive/Vehicular Use Section																											
Single Destination Retail							C	C	C	C	C		C	C	C	C	C			C							
Stand Alone Retail											C		C	C													
TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU-W Lake & 10th	TOD-E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
Medium Intensity Retail Uses - Less than 7,500 sq. ft.																											
Convenience Stores (Maximum 7,500 sq. ft.)							A	C					A	C	A	C											
Drive Through Facilities													C	C													
Drug Store Full Service							A		A		A		A	A	A	A											
Drug Store Limited Service							A				A		A	A	A	A											
Grocery Store Neighborhood							A			A			A	A	A	A											
Home Improvement Center											C		A	A													
Liquor Store							C			C	C		C	C													
Produce Market							A			A	A		A	A	A	A											
Single Destination Retail							P	P	P	P	P		P	P	P	P	P			P							
Specialty Retail							A		A		P		P	P	P	P			P		P						
Stand Alone Retail							A		A	A			A	A	A	A					A						
Specialty Food Product Stores							A		A	A			A	A	A	A											
Sundry Shop							A		A	A	A		A	A	A	A	A	P		A							
TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU-W Lake & 10th	TOD-E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
Low Intensity Retail Uses - Less than 2,500 sq. ft.																											
Gift Boutiques							P	P	P	P	P		P	P	P	P			P								
Hobby Shops							P	P	P	P	P		P	P	P	P				P							
Produce Market							A			A	A		A	A	A	A						A					
Grocery Store Neighborhood							A			A			A	A	A	A											
Single Destination Retail							P	P	P	P	P		P	P	P	P	P			P							
Specialty Food Product Stores							P	P	P	P	P		P	P	P	P	P			P							
Specialty Retail							P		P		P		P	P	P	P			P		P						
Sundry Shop							P		P	P			P	P	P	P			P		P			P			
Tobacco Shop							P						P	P	P	P					P						

	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
COMMERCIAL																											
High Intensity Commercial Uses - Greater than 7,500 sq. ft.																											
Bars/ Clubs with or without live entertainment																											
Bars/clubs with live entertainment																											
Cold Storage																											
Contractor (Office with no outdoor storage yard)																											
Contractor (Office with outdoor storage yard)																											
Dead Storage Facilities																											
Drive Through Facilities																											
Eating and Drinking Establishments, w/ Drive Through																											
Eating and Drinking Establishments, w/o Drive Through																											
Financial Institution w/ Drive Through																											
High Intensity Financial Institution Financial Institution w/o Drive Through																											
Hotels																											
Indoor Commercial Recreation (Reference Ordinance Chapter 14)																											
Laundry Facilities – Public																											
Linen service/uniform service																											
Printing Services																											
Mini-Warehouses																											
Motels																											
Motel or Hotel, extended stay																											
Outdoor Commercial Recreation (See Indoor Commercial Recreation)																											
Printing Services																											
Restaurants Accessory to Hotel or Motel																											
Restaurants w/Drive Through																											
Restaurants - High Turn Over With Bar																											
Restaurants - Medium Turn Over Take Out																											
Restaurants - Low Turn Over																											
Single Destination Commercial																											
Truck/Van Rentals																											
Veterinary Offices, w/ Kennels																											
Warehouse Facilities																											
Wholesale and Distribution Facilities																											
	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
Medium Intensity Commercial Uses - Less than 7,500 sq. ft.																											
Bars/ Clubs with or without live entertainment																											
Bars/clubs with live entertainment																											
Bed and Breakfast Inns																											
Caterering/Caterer																											
Contractor (Office only, no outdoor storage yard)																											
Contractor (Office with outdoor storage yard)																											
Drive Through Facilities																											
Dry cleaners																											

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
OFFICE																											
High Intensity Office Uses- Greater than 7,500 sq. ft.																											
Administrative/Professional Services: (non-medical)							C	C	C	C	C	C	C	C	C				C								
Business Services							C	C	C	C	C		C	C	C	C											
Call Center													C		C	C			C	C							
Contractor (Office with no outdoor storage yard)							C						C	C					C	C							
Contractor (Office with outdoor storage yard)																				C							
Governmental Administrative Office							C			C			C	C	C	C			C	C		C					
Health Clinics/Urgent Care													C	C	C	C							C				
Medical Offices							C	C	C	C		C	C	C									C				
Out Patient Clinics													C	C									C				
TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
Medium Intensity Office Uses - Less than 7,500 sq. ft.																											
Administrative/Professional Services: (non-medical)							A	A	A	A	A	A	A	A	A	A	A		A								
Business Incubation Office							A		A		A		A	A	A	A											
Business Services							A	A	A	A	A		A	A	A	A											
Call Center													A	A	A	A			A								
Contractor (Office only, no outdoor storage yard)							A	A	A	A	A	A	A	A	A	A			A	A							
Contractor (Office with outdoor storage yard)																					C						
Governmental Administrative Office							A			A			A	A	A	A			A	A		A					
Health Clinics/Urgent Care													C	C	C	C							C				
Interior Design Studio w/ Sales							A		A		A		A	A	A	A			A								
Kitchen/Millwork Design Studio							A	A	A	A	A		A	A	A	A			A	A							
Medical Offices							CA	CA	CA	CA		CA	CA	CA									CA				
Out Patient Clinics/Medical Office							A		A				A	A		A											
TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
Low Intensity Office Uses - Less than 2,500 sq. ft.																											
Administrative/Professional Services: (non-medical)							P	P	P	P	P	P	P	P	P	P	P		P	P		C					
Call Center													P	P	P	P			P								
Contractor (Office only, no outdoor storage yard)							P	P	P	P	P	P	P	P	P	P			P	P							
Contractor (Office with outdoor storage yard)																					C						
Health Clinics/Urgent Care													C	C	C	C							C				
Medical Offices							A	A	A	A		A	A	A									A				
Out Patient Clinics/Medical Office							A		A				A	A	A	A											
Governmental Administrative Office							A			A			A	A	A	A			A	A		A					
Home Occupation	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P			P		P						

	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU-W Lake & 10th	TOD-E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL
TYPE/USE																										
INDUSTRIAL																										
High Intensity Industrial Uses - Greater than 7,500 sq. ft.																										
Aquaculture/Hydroponic Farming																			C	C						
Auction House w/ or w/out outdoor storage																			C	C						
Building and Construction Trades/Contractors manufacturing w/ Outdoor																				C						
Building and Construction Trades/Contractors manufacturing w/o Outdoor																			C	C						
Boat Repair / Maintenance / Detailing																					C					
Equipment Rental and Leasing																					C					
Factory or Manufacturing (Reference Ordinance Chapter 14)																					C					
Food Manufacturing & Processing																			C	C						
Garment/Clothing/Apparel Manufacturing																			C	C						
Heavy Utility Service Uses																					C	C				
High Intensity Fabrication Services excluding retail display and sales																					C					
High Intensity Manufacturing excluding retail display and sales																					C					
High Intensity Processing excluding retail display and sales																					C					
Import/Export Business														C					C	C						
Jobsite Preparation (Reference Ordinance Chapter 14)																			C	C						
Microbrewery w/Sales																			C	C						
Microbrewery w/o Sales																			C	C						
Organic/Green/All Natural Composting Fertilizer Manufacturing																			C	C						
<u>Pharmaceutical & Medicine</u>																					C					
Plant Nursery (sales only)													C						C	C						
Plant Nursery																			C	C						
Recycling Processing Center																					C					
Regional Distribution Center																			C	C						
Renewable Energy Resource Center																					C					
<u>Research & Development, Scientific/Technological</u>																					C					
Septic Tank, Sewer, and Drain Cleaning and Repair Services																					C					
Storage-outdoor																			C	C						
Storage-indoor																			C	C						
<u>Testing Laboratory</u>																					C					
Utility Plant, Substation, Power Generation-Minor																					C		C			
Vintner/Winery																			C	C						
Welding Contractors																					C					
Welding Repair Services																					C					
TYPE/USE																										
Medium Intensity Industrial Uses - Less than 7,500 sq. ft.																										
Aquaculture/Hydroponic Farming																			A	A						
Auction House w/out outdoor storage													C						C	C						
Boat Repair / Maintenance / Detailing																			C	C						
Building and construction trades/contractors manufacturing without outdoor																			C	C						

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU-W Lake & 10th	TOD-E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
INSTITUTIONAL																											
High Intensity Institutional Uses - Greater than 7,500 sq. ft.																											
Colleges and Universities	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C							C				
Day Care Center						C	C	C	C	C		C	C	C	C	C			C								
Day Care Center Accessory to Place of Worship	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C											
Hospitals and Clinics Public													C									C					
Hospitals and Clinics Private													C									C					
Museums							C		C		C								C			C	C	C			
Schools, elementary	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C						C					
Schools, intermediate and secondary	C	C		C	C	C	C	C	C	C	C	C	C	C	C	C						C					
Schools-Conservatory of Music (Retail merchant license required if selling any instruments, equipment, etc.)													C	C	C	C			C								
School of the Arts													C						C			C					
School for Modeling or Booking Agency													C						C			C					
School of Instruction (for artisan, workers, etc.)													C						C			C					
Places of Worship	A C	A C		A C	A C	A C	A C	A C	A C	A C	A C	A C	A C	A C	A C	A C											
TYPE/USE																											
Medium Intensity Institutional Uses - Less than 7,500 sq. ft.																											
Botanical Research and Education																			A			A	A	A			
Colleges and Universities (Satellite Campus)	A	A		A	A	A	A	A	A	A	A	A	A	A	A	A			A			A					
Day Care Center				A	A	A	A	A	A	A		A	A	A	A	A			A								
Marine Research and Education														A	A				A			A	A	A			
Museums							A		A		A								A			A	A	A			
Nursing Homes/Assisted Living Facilities				A	A	A	A	A	A	A		A	A	A	A	A			A								
Places of Worship	A	A		A	A	A	A	A	A	A	A	A	A	A	A	A											
Welcome Centers											A				A	A						A	A	A			
TYPE/USE																											
Low Intensity Institutional Uses - Less than 2,500 sq. ft.																											
Environmental Nature Centers																						C	C	C			
Museum											P								P			P	A	A			

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL			
SPECIALITY																													
High Intensity Specialty Uses - Greater than 7,500 sq. ft.																													
Adult Establishments																													
Flea Market							C	C	C	C	C	C	C	C	C				C	C		C							
Outdoor Farmer's Market																			C			C			C				
Mobile food vending courts																			C			C			C				
Passenger Railroads/Transit														C	C							C							
Private Club									C				C	C															
Power Plants																				C		C							
Public Safety Facilities																						C							
Radio and Television Broadcasting Studios w/ Communication Towers														C						C		C							
Shooting Ranges																						C							
Special Interest Automobile Dealership													C						C	C									
Sports Arenas, (Public/Private)(Indoor/Outdoor)														C							C								
Taxicab Companies																						C							
Taxidermist																						C							
Water Towers																							C						
Wireless Communication Facilities										C	C	C	C	C	C	C				C	C		C			C			
TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL			
Medium Intensity Specialty Uses - Less than 7,500 sq. ft.																													
Adult Establishments																													
Cemetery/Mauseleum(Public/Private)	C	C		C	C	C						C											C	C					
Private Club									A				A	A															
Produce Market							A			A	A		A	A	A	A						A							
Radio and Television Broadcasting Studios w/o Communication Towers							<u>P A</u>			<u>P A</u>	<u>P A</u>		<u>P A</u>	<u>P A</u>	<u>P A</u>	<u>P A</u>				<u>P A</u>	<u>P A</u>		C						
Special Interst Automobile Dealership													A							A	A								
Temporary Help Marshalling and Dispatch Services																							C						
Non-motorized recreational equipment rental (canoes, kayaks, paddle boards, etc)																							C	C	C				
Outdoor Farmer's Market																				C		C				C			
Flea Market																				C		C				C			
Mobile food vending courts																				C		C				C			
TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL			
Low Intensity Specialty Uses - Less than 2,500 sq. ft.																													
Essential Services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Open Space Conservation Areas	P	P	P	P																			P	P	P				
Produce Market							A			A	A		A	A	A	A						A							
Private Club									P				P	P															
Special Interest Automobile Dealership													P							P	P								
Water Conservation Areas	P	P	P	P																			P	P	P				



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

MEMORANDUM DATE: January 19, 2016

AGENDA DATE: February 3, 2016

TO: Members of the Planning & Zoning Board

RE: Land Development Regulations (LDRs)

FROM: William Waters, Director
Maxime Ducoste, Planning and Preservation Manager
Department for Community Sustainability

TITLE: PZB/HRPB Project Number 16-02900001: Consideration of recommendation to the City Commission concerning a proposed amendment to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

BACKGROUND AND JUSTIFICATION:

On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. The LDRs include six (6) articles governing all development within the city. They are Article I – General Provisions, Article II – Administration, Article III – Zoning Districts, Article IV – Development Standards, Article V – Supplemental Regulations, and Article VI – Environmental Regulations.

As the code progresses, staff acknowledges that some aspects require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen over the past year. Attachment 1 of this report includes the proposed ordinance and a highlight/strike-thru version of those sections of the code which are proposed to be amended.

In this round of amendments, following the joint Planning and Zoning Board and Historic Resources Preservation Board workshop conducted on December 16, 2015 we are proposing to amend the following sections: Article 1 - Section 23.2-12 Definitions; Article 2 - Division 1: Administration, Section 23.2-15 – Summary of the Notice Requirements for Public Hearing; Section 23.2-30, Site Plan Review; Section 23.3-6, Permitted Use Table; Section 23.3-17, MU-DH – Mixed Use Dixie Highway; Section 23.4-3, Exterior Lighting; Section 23.4-6, Home Occupations; Section 23.4-10, Off-Street Parking; Section 23.5-1 Signs; and Section 23.6-1, Landscape Regulations.

As such, Staff is proposing these amendments as a solution to some of the aspects confronted during last year and are a solution to items discussed in the joint workshop held on December 16, 2015. The proposed amendments also will go before the Historic Resources Preservation Board (HRPB) next week at its regularly scheduled meeting of February 10, 2016. The first hearing of the ordinance before the City Commission is tentatively scheduled for the regularly scheduled meeting on March 1, 2016.



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

POTENTIAL MOTION:

I MOVE TO RECOMMEND/NOT RECOMMEND DENY PZB/HRPB 16-02900001: Proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

ATTACHMENTS:

Proposed Ordinance No. 2016-XX Amendments to Chapter 23 (Land Development Regulations) – Inclusive of Attachments A through I.



AGENDA DATE: May 17, 2016

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-15 - Second Reading and Second Public Hearing - amend Downtown (DT) zoning district, permitted use table and amend various sections of the City's Land Development Regulations

SUMMARY:

The Ordinance amends the LDRs by providing a definition for drive through facilities, amends the Downtown (DT) zoning district to allow drive through facilities as a conditional use for properties zoned DT, which are west of Dixie Highway. In addition, the Medium and High Intensity conditional use section is amended to provide criteria to review drive through facilities within the City.

BACKGROUND AND JUSTIFICATION:

The Downtown (DT) zoning District is designed for the commercial core of Lake Worth, primarily along Lake and Lucerne Avenues from Golfview to the Florida East Coast Railroad Right-of-way. The Dixie Highway corridor, which is geared to heavier vehicular traffic bisects the district north to south. The proposed amendment would allow commercial drive through facilities at properties within the Downtown District subject to conditional use approval but limited to only those properties west of Dixie Highway. Properties with frontage along Lake and Lucerne Avenues also would be excluded. As such, any request to establish a drive through facility will require Conditional Use approval from the decision making board (either the Planning and Zoning Board or the Historic Resources Preservation Board depending upon the location of the subject property), whose process is discretionary and requires a public hearing.

On April 6, 2016, the Planning & Zoning Board discussed the text amendment to the LDRs and voted unanimously (6-0) to recommend approval to the City Commission.

On April 13, 2016, the Historic Resources Preservation Board reviewed the text amendment to the LDRs and voted 6-0 to recommend approval to the City Commission with the conditions that it exclude those properties having frontage on Lake and Lucerne Avenues. This condition is included in the proposed ordinance.

At its meeting on May 3, 2016, the City Commission voted 3-2 to approve the ordinance, including the deletion of language regarding excluding commercial drive-throughs on properties fronting Lake Avenue and Lucerne Avenue, and to schedule the second reading and second public hearing

MOTION:

I move to approve/disapprove Ordinance No. 2016-15 on second reading including deletion of language as directed on May 3, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

P&Z and HRPB Boards Staff Report and Minutes

Ordinance 2016-15



City of Lake Worth
The Art of Florida Living



Text Amendment Affected Area

- Affected Properties
- Mixed Use - East (MU-E)
- Artisanal Industrial (AI)
- Medium-Density Multi-Family Residential, 30 du/net acre (MF-30)
- Mixed Use - Dixie Highway (MU-DIXIE)
- Public (P)
- Transit Oriented Development East (TOD-E)



City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North- Lake Worth, Florida 33460 - Phone: 561-586-1687

DATE: April 8, 2016

TO: Members of the Historic Resources Preservation Board

FROM: Maxime Ducoste, Assistant Director for Planning and Preservation
Curt Thompson, Senior Community Planner

SUBJECT: **HRPB NO. 16-02900002**: Consideration of a request by Stateside Partners LLC, for a **Text Amendment** to Section 23.3-14, Downtown (DT) and Section 23.3-6, the Permitted Use Table and Section 23.4-13 of the City's Land Development Regulations (LDRs), to allow Drive Through Facilities as a Conditional Use within the Downtown Zoning District specifically west of Dixie Highway.

Meeting Date: April 13, 2016

BACKGROUND AND JUSTIFICATION:

Stateside Partners ("Petitioner") has submitted a request to amend Section 23.1-12, Definitions, Section 23.3-14, Downtown (DT), Section 23.3-6 – Permitted Use Table and Section 23.4-13 Medium and High Intensity Conditional Uses. The purpose of the amendment is to allow Drive through Facilities as a conditional use within the Downtown (DT) zoning district, specifically west of Dixie Highway.

The Municipal Code of the City of Lake Worth was adopted in 1979 by way of Ordinance No. 79-9 and has been subsequently amended over the past 37 years. Since its inception the Code has been amended to adapt to the changing needs of the City.

On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. Since its adoption in 2013, the City has initiated code revisions to provide clarification, consistency as well as addressing issues that have arisen over time.

The Downtown (DT) zoning district is designed for the commercial core of Lake Worth, primarily along Lake and Lucerne Avenues from Golfview to the Florida East Coast Railroad right-of-way. The DT district is intended to provide the establishment and expansion of a broad range of office, retail and commercial uses, including higher density residential use.... The establishment of certain uses is subject to conditional use review to ensure they will not have a negative impact on nearby residential uses or on the commercial viability of their neighbors.

The Applicant, Stateside Partners LLC, owns several parcels of land to the south of 2nd Avenue North and to the west of South Dixie Highway. The Downtown core of the City of Lake Worth is a critical commercial area of the City that is in need of redevelopment projects. The Applicant is proposing to develop a vacant parcel that will provide infill development along Dixie Highway within the Downtown district.

Currently, the Land Development Regulations do not allow Drive through Facilities within the Downtown District. The purpose of the Zoning Text Amendment is to allow a Drive through Facility as a conditional use for properties zoned Downtown (DT) west of Dixie Highway, while excluding drive through for all Restaurant uses within the Downtown zoning district.

In addition, to ensure compatibility and mitigate any potential impacts on surrounding properties, staff is proposing additional language to be added to Section 23.4-13 – Medium and high intensity conditional uses, which would provide additional requirements for drive through facilities.

The proposed amendments are to add specific language to Section 23.3-14 to restrict drive through facilities use to properties within the Downtown District and west of Dixie Highway. The purpose for restricting the use to the west side of Dixie Highway is due to the particularities of these properties and to their performance. Properties on the west of Dixie Highway are not the same as those properties within the core of the Downtown district. Specifically, the core of the Downtown district is oriented to pedestrian traffic, while the Dixie Highway corridor is geared toward vehicular traffic. There are only a handful of parcels that would be affected by this Text Amendment. Allowing and limiting Drive through facilities on the west side of Dixie Highway will promote redevelopment of several parcels that have been vacant for a long time.

As such, the Petitioner is proposing to amend to the Downtown (DT) permitted uses in the City's LDRs as follows:

Section 23.3-14.c.2.A

2. Principal uses permitted as either administrative or conditional uses.
 - A. Commercial – medium to high intensity.
 - i. Commercial Drive Through (excluding all Restaurant uses), west of Dixie Highway.
 - B. Office - medium to high intensity.
 - C. Retail - medium to high intensity.
 - D. Personal services - medium to high intensity.
 - E. Cultural and artisanal arts - medium to high intensity.
 - F. Institutional - medium to high intensity.
 - G. Parking facilities including temporary.
 - H. Places of worship.

Section 23.3.6 – Permitted Use Table

The modifications to the Permitted Use Table include adding a new use category, Drive Through Facilities, excluding all Restaurant uses and adding it as a conditional use within the MU-East, MU-East 10th & 6th, DT, Mixed Use-Dixie Highway, and Mixed Use-West, Lake & 10th zoning districts. This would be consistent with the zoning categories in which Drive through Facilities are currently allowed as a conditional use.

In addition to the applicant's request, staff is proposing the following definition, and requirements to the Medium and High Intensity Conditional Uses section.

Proposed Language:

Section 23.1-12 - Definitions

Definition: Drive-Through Facility: A commercial facility which provides a service directly to a motor vehicle or where the customer drives a motor vehicle onto the premise and to a window or mechanical device through or by which the customer is serviced without exiting the vehicle.

Section 23.4-13. Medium and High Intensity Conditional Uses

14. Drive-Through Facilities.

- (1) Purpose. It is the purpose of this section to provide regulations and standards for the establishment of drive-through facilities as conditional uses through the appropriate decision making authority.
- (2) Regulations and standards. Drive-through facilities shall be designed to minimize conflicts between pedestrian and vehicular circulation. The facility, including the stacking lanes, must not be visible from public rights-of-way and shall be subject to the standards listed below.
 - a. Separation. Each drive-through lane shall be separated from circulation routes necessary for ingress or egress from the property or access to any parking space.
 - b. Drive-through facilities shall be 100 feet from any residential zoning district.
 - c. Marking. Each drive-through lane shall be striped, marked, or otherwise distinctly delineated in a manner acceptable to the city.
 - d. Queuing and stacking. The queuing or vehicle stacking capacity of a drive-through facility, including a gated entrance to a residential development, shall be at least 100 feet. The minimum distance shall be measured from the centerline of the window closest to the edge of right-of-way from which access is provided. The stacking capacity may be increased based upon individual circumstances as determined by the city.
 - e. Drive-through facilities shall not be allowed on any building facade that directly fronts on a public or private right-of-way. On eligible building facades (sides and/or rear) the following design standards are required where windows for drive-through facilities are proposed:
 1. All principal and accessory structures related to the drive-through facilities shall be 100 feet from any residential zoning district.
 2. The building facade shall have windows that occupy no less than 25% of the facade and that are located at the pedestrian level. A maximum of 10% of this 25% may be non-transparent windows.
 3. The building facade shall be modulated and divided into smaller identifiable pieces to articulate the plane of the facade.
 4. The building facade shall have at least one offset having a pitched roof.
 5. Additional landscaping for the screening of drive-through facilities is required in accordance with Article 6, Section 23.6-1 Landscape Regulations.

-
6. Roofing. Roofs constructed as part of a drive-through facilities shall be consistent with the architectural style, materials, and colors of the principal structure.
 7. Noise. Any drive-up or drive-through speaker system shall emit no more than 65 (dB) decibels and at no time shall any speaker system be audible above daytime ambient noise levels beyond the real property lines of the site. The system shall be designed to compensate for ambient noise levels in the immediate area.

CONSEQUENT ACTION:

The decision of the Historic Resources Preservation Board will be a recommendation to the City Commission, which will make the final decision.

STAFF RECOMMENDATION:

Staff recommends that the Historic Resources Preservation Board **APPROVE** the Text Amendment to amend Section 23.1-12, Definitions, Section 23.3-14, Downtown (DT), Section 23.3-6, the Permitted Use Table and Section 23.4-13, Medium and High Intensity Conditional Uses of the City's Land Development Regulations (LDRs), to allow Drive Through Facilities as a Conditional Use within the Downtown Zoning District specifically west of Dixie Highway.

POTENTIAL MOTIONS:

"I MOVE TO APPROVE/DENY **HRPB NO. 16-02900002**: Consideration of a request for a **Zoning Text Amendment** to amend Section 23.1-12, Definitions, Section 23.3-14 Downtown District, Section 23.3-6, the Permitted Use Table and Section 23.4-13, Medium and High Intensity Conditional Uses of the City's Land Development Regulations (LDRs), to allow Drive Through Facilities as a Conditional Use within the Downtown Zoning District specifically west of Dixie Highway.

LOCATION MAP



Attachments:

- A. Justification Statement
- B. Excerpt of Permitted Use Table



City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North- Lake Worth, Florida 33460 - Phone: 561-586-1687

DATE: April 6, 2016

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Assistant Director for Planning and Preservation
Curt Thompson, Senior Community Planner

SUBJECT: **P&ZB PR NO. 16-02900002**: Consideration of a request by Stateside Partners LLC, for a **Text Amendment** to Section 23.3-14, Downtown (DT) and Section 23.3-6, the Permitted Use Table and Section 23.4-13 of the City's Land Development Regulations (LDRs), to allow Drive Through Facilities as a Conditional Use within the Downtown Zoning District specifically west of Dixie Highway.

Meeting Date: April 6, 2016

BACKGROUND AND JUSTIFICATION:

Stateside Partners ("Petitioner") has submitted a request to amend Section 23.1-12, Definitions, Section 23.3-14, Downtown (DT), Section 23.3-6 – Permitted Use Table and Section 23.4-13 Medium and High Intensity Conditional Uses. The purpose of the amendment is to allow Drive through Facilities as a conditional use within the Downtown (DT) zoning district, specifically west of Dixie Highway.

The Municipal Code of the City of Lake Worth was adopted in 1979 by way of Ordinance No. 79-9 and has been subsequently amended over the past 37 years. Since its inception the Code has been amended to adapt to the changing needs of the City.

On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations of the Code of Ordinances. Since its adoption in 2013, the City has initiated code revisions to provide clarification, consistency as well as addressing issues that have arisen over time.

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The Applicant, Stateside Partners LLC, owns several parcels of land to the south of 2nd Avenue North and to the west of South Dixie Highway. The Downtown core of the City of Lake Worth is a critical commercial area of the City that is in need of redevelopment projects. The Applicant is proposing to develop a vacant parcel that will provide infill development along Dixie Highway within the Downtown district.

Currently, the Land Development Regulations do not allow Drive through Facilities within the Downtown District. The purpose of the Zoning Text Amendment is to allow a Drive through Facility as a conditional use for properties zoned Downtown (DT) west of Dixie Highway, while excluding drive through for all Restaurant uses within the Downtown zoning district.

In addition, to ensure compatibility and mitigate any potential impacts on surrounding properties, staff is proposing additional language to be added to Section 23.4-13 – Medium and high intensity conditional uses, which would provide additional requirements for drive through facilities.

The proposed amendments are to add specific language to Section 23.3-14 to restrict drive through facilities use to properties within the Downtown District and west of Dixie Highway. The purpose for restricting the use to the west side of Dixie Highway is due to the particularities of these properties and to their performance. Properties on the west of Dixie Highway are not the same as those properties within the core of the Downtown district. Specifically, the core of the Downtown district is oriented to pedestrian traffic, while the Dixie Highway corridor is geared toward vehicular traffic. There are only a handful of parcels that would be affected by this Text Amendment. Allowing and limiting Drive through facilities on the west side of Dixie Highway will promote redevelopment of several parcels that have been vacant for a long time.

As such, the Petitioner is proposing to amend to the Downtown (DT) permitted uses in the City's LDRs as follows:

Section 23.3-14.c.2.A

2. Principal uses permitted as either administrative or conditional uses.

A. Commercial – medium to high intensity.

i. Commercial Drive Through (excluding all Restaurant uses), west of Dixie Highway.

B. Office - medium to high intensity.

C. Retail - medium to high intensity.

D. Personal services - medium to high intensity.

E. Cultural and artisanal arts - medium to high intensity.

F. Institutional - medium to high intensity.

G. Parking facilities including temporary.

H. Places of worship.

Section 23.3.6 – Permitted Use Table

The modifications to the Permitted Use Table include adding a new use category, Drive Through Facilities, excluding all Restaurant uses and adding it as a conditional use within the MU-East, MU-East 10th & 6th, DT, Mixed Use-Dixie Highway, and Mixed Use-West, Lake & 10th zoning districts. This would be consistent with the zoning categories in which Drive through Facilities are currently allowed as a conditional use.

In addition to the applicant's request, staff is proposing the following definition, and requirements to the Medium and High Intensity Conditional Uses section.

Proposed Language:

Section 23.1-12 - Definitions

Definition: Drive-Through Facility: A commercial facility which provides a service directly to a motor vehicle or where the customer drives a motor vehicle onto the premise and to a window or mechanical device through or by which the customer is serviced without exiting the vehicle.

Section 23.4-13. Medium and High Intensity Conditional Uses

14. Drive-Through Facilities.

- (1) Purpose. It is the purpose of this section to provide regulations and standards for the establishment of drive-through facilities as conditional uses through the appropriate decision making authority.
- (2) Regulations and standards. Drive-through facilities shall be designed to minimize conflicts between pedestrian and vehicular circulation. The facility, including the stacking lanes, must not be visible from public rights-of-way and shall be subject to the standards listed below.
 - a. Separation. Each drive-through lane shall be separated from circulation routes necessary for ingress or egress from the property or access to any parking space.
 - b. Drive-through facilities shall be 100 feet from any residential zoning district.
 - c. Marking. Each drive-through lane shall be striped, marked, or otherwise distinctly delineated in a manner acceptable to the city.
 - d. Queuing and stacking. The queuing or vehicle stacking capacity of a drive-through facility, including a gated entrance to a residential development, shall be at least 100 feet. The minimum distance shall be measured from the centerline of the window closest to the edge of right-of-way from which access is provided. The stacking capacity may be increased based upon individual circumstances as determined by the city.
 - e. Drive-through facilities shall not be allowed on any building facade that directly fronts on a public or private right-of-way. On eligible building facades (sides and/or rear) the following design standards are required where windows for drive-through facilities are proposed:
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 2. The building facade shall have windows that occupy no less than 25% of the facade and that are located at the pedestrian level. A maximum of 10% of this 25% may be non-transparent windows.
 3. The building facade shall be modulated and divided into smaller identifiable pieces to articulate the plane of the facade.
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5. Additional landscaping for the screening of drive-through facilities is required in accordance with Article 6, Section 23.6-1 Landscape Regulations.
 6. Roofing. Roofs constructed as part of a drive-through facilities shall be consistent with the architectural style, materials, and colors of the principal structure.
 7. Noise. Any drive-up or drive-through speaker system shall emit no more than 65 (dB) decibels and at no time shall any speaker system be audible above daytime ambient noise levels beyond the real property lines of the site. The system shall be designed to compensate for ambient noise levels in the immediate area.

CONSEQUENT ACTION:

The decision of the Planning and Zoning Board will be a recommendation to the City Commission, which will make the final decision.

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board **APPROVE** the Text Amendment to amend Section 23.1-12, Definitions, Section 23.3-14, Downtown (DT), Section 23.3-6, the Permitted Use Table and Section 23.4-13, Medium and High Intensity Conditional Uses of the City's Land Development Regulations (LDRs), to allow Drive Through Facilities as a Conditional Use within the Downtown Zoning District specifically west of Dixie Highway.

POTENTIAL MOTIONS:

"I MOVE TO APPROVE/DENY P&ZB PR No. **P&ZB PR NO. 16-02900002**: Consideration of a request for a **Zoning Text Amendment** to amend Section 23.1-12, Definitions, Section 23.3-14 Downtown District, Section 23.3-6, the Permitted Use Table and Section 23.4-13, Medium and High Intensity Conditional Uses of the City's Land Development Regulations (LDRs), to allow Drive Through Facilities as a Conditional Use within the Downtown Zoning District specifically west of Dixie Highway.

LOCATION MAP



Attachments:

- A. Justification Statement
- B. Excerpt of Permitted Use Table

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ORDINANCE NO. 2016-15 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 3 DIVISION 1, SECTION 23.3-6, PERMITTED USE TABLE; ARTICLE 3, DIVISION 3, SECTION 23.3-14, DT – DOWNTOWN; ARTICLE 4, SECTION 23.4-13 MEDIUM AND HIGH INTENSITY CONDITIONAL USES; PROVIDING FOR SEVERABILITY; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City adopted a new Chapter 23 Land Development Regulations of the code of ordinances on August 6, 2013; and

WHEREAS, as use of the new Chapter 23 proceeds, items are identified that need clarification or revision in order to refine and implement the code; and

WHEREAS, the City periodically amends and updates the Land Development Regulations; and

WHEREAS, on April 6, 2016 this amendment was reviewed by the Lake Worth Planning and Zoning Board at a public hearing and the Board found the amendment to be consistent with the Comprehensive Plan and made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, on April 13, 2016 this amendment was reviewed by the Historic Resources Preservation Board which made a recommendation to the City Commission to adopt the amendment; and

WHEREAS, the City Commission has reviewed the recommended amendments and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt these amendments.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 23 Article 1. Division 2 Section 23.1-12, Definitions is amended by adding the words and letters shown in underline as indicated in exhibit A.

Chapter 23 Article 3. Division 1 Section 23.3-6, Permitted Use Table is amended by adding the words and letters shown in underline as indicated in exhibit B.

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Section 3. Chapter 23 Article 3. Division 3 Section 23.3-14, Downtown (DT) is amended by adding the words and letters shown in underline as indicated in exhibit C.

Section 4. Chapter 23 Article 4. Section 23.4-13, Medium and High Intensity Conditional Uses is amended by adding the words and letters shown in underline as indicated in exhibit D.

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

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

Section 7. Codification. All exhibits of the ordinance shall be made a part of the City code of ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 8. Effective Date. This Ordinance shall take effect ten days after its adoption.

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

Mayor Pam Triolo	Aye
Vice Mayor Scott Maxwell	Aye
Commissioner Christopher McVoy	Nay
Commissioner Andy Amoroso	Aye
Commissioner Ryan Maier	Nay

The Mayor thereupon declared this Ordinance duly passed on first reading on the 3rd day of May, 2016.

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

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed and enacted on the _____, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

	SF-R	SF-TF 14	MH-7	MF- 20	MF- 30	MF- 40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU- FH	MU- DH	MU- W Lake & 10th	TOD- E	TOD- W	NC	BAC	AI	I-POC	PD	P	PROS	CON	FEC	HOTEL	
COMMERCIAL																											
High Intensity Commercial Uses - Greater than 7,500 sq. ft.																											
Bars/clubs with live entertainment											C		C	C						C							
Bars without live entertainment											C		C	C	C					C							
Cold Storage																				C	C						
Contractor (Office with no outdoor storage yard)							C						C	C						C	C						
Contractor (Office with outdoor storage yard)																					C						
Dead Storage Facilities														C						C	C						
Drive Through Facilities									C	C	C		C	C													
Eating and Drinking Establishments, w/ Drive Through									C	C			C	C													
Eating and Drinking Establishments, w/o Drive Through									C	C			C	C													
Financial Institution w/ Drive Through									C	C			C	C													
High Intensity Financial Institution							C			C	C	C	C	C	C												
Hotels							C		C		C	C	C	C	C												C
Indoor Commercial Recreation (Reference Ordinance Chapter 14)														C	C					C	C						
Laundry Facilities - Public							C							C	C	C	C										
Linen service/uniform service																					C						
Printing Services							C			C	C		C	C	C	C				C	C						
Mini-Warehouses														C	C					C	C					A	
Motels							C	C	C	C	C	C	C	C						C							
Motel or Hotel, extended stay											C		C	C							C						
Outdoor Commercial Recreation (See Indoor Commercial Recreation)															C					C	C						
Printing Services														C	C					C	C						
Restaurants Accessory to Hotel or Motel							C		C	C	C	C	C	C	C												
Restaurants w/Drive Throughs							C		C		C		C	C						C							
Restaurants - High Turn Over							C		C	C	C		C	C	C	C		A		C							
Restaurants - Medium Turn Over							A			A			A	A	A	A		A	A			A					
Restaurants - Low Turn Over							A	A	A	A	A		A	A	A	A	A	A	A	A			A				
Single Destination Commercial										C	C		C	C	C	C				C							
Truck/Van Rentals															C							C					
Veterinary Offices, w/ Kennels													C	C						C	C						
Warehouse Facilities															C					C	C						
Wholesale and Distribution Facilities															C					C	C						
COMMERCIAL																											
Medium Intensity Commercial Uses - Less than 7,500 sq. ft.																											
Bars without live entertainment											A		A	A	A	A				A							
Bars/clubs with live entertainment											C		C	C						C							
Bed and Breakfast Inns	C	C		C	C	C	C	C	C	C	C	C	C							C							
Caterering/Caterer							A						A	A	A	A				A							
Contractor (Office only, no outdoor storage yard)							A	A	A	A	A	A		A	A	A				A	A						
Drive Through Facilities											C																
Contractor (Office with outdoor storage yard)																						C					
Dry cleaners													A	A						A							
Eating and Drinking Establishments, w/ drive through							C		C	C	C		C	C	C	C			C	C		C					
Eating and Drinking Establishments, w/o drive through							A		A	A	A		A	A	A	A			P	C		P					
Financial Institution w/o Drive Through							A		A	A	A		A	A	A	A											
Financial Management Services							A	A	A	A	A		A	A	A	A											
Funeral Home/ Crematory							C	C					C									C					
Hotels							A		A		A		A	A	A	A											
Indoor Commercial Recreation (Reference Ordinance Chapter 14)							A			A		A	A	A						A	A						
Laundromat self service							A		A	A	A		A		A							P					
Laundry Establishments - Private							A			A		A		A								P					
Linen service/uniform service													A							A	A						

EXHIBIT A

Chapter 23

ZONING

ARTICLE 1 GENERAL PROVISIONS, DIVISION 2, SECTION 23.1-12 DEFINITIONS

Amended by adding the words and figures shown in underline type and deleting the words and figures crossed through.

Drive –Through Facility: A commercial facility which provides a service directly to a motor vehicle or where the customer drives a motor vehicle onto the premise and to a window or mechanical device through or by which the customer is serviced without exiting the vehicle.

Exhibit B

Chapter 23

ZONING

ARTICLE 3 ZONING DISTRICTS, DIVISION 1, SECTION 23.3-6 PERMITTED USE TABLE
Amended by adding the words shown in underlined type and deleting the words crossed through.

(to be inserted)

Exhibit C

Chapter 23

ZONING

ARTICLE 3 ZONING DISTRICTS, DIVISION 2, SECTION 23.3-14 DOWNTOWN (DT)

Amended by adding the words shown in underlined type and deleting the words crossed through.

Sec. 23.3-14.c.2.A.

2. Principal uses permitted as either administrative or conditional uses.

- A. Commercial – medium to high intensity.
 - i. Commercial Drive Through (excluding all restaurant uses) west of Dixie Highway.
- B. Office – medium to high intensity.
- C. Retail - medium to high intensity.
- D. Personal services - medium to high intensity.
- E. Cultural and artisanal arts - medium to high intensity.
- F. Institutional - medium to high intensity.
- G. Parking facilities including temporary.
- H. Places of worship.

Exhibit D

Chapter 23

ZONING

ARTICLE 4 DEVELOPMENT STANDARDS, SECTION 23.4-13. EXTERIOR LIGHTING

Amended by adding the words and letters shown in underline type and deleting the words crossed through.

Sec. 23.4-13. – Medium and High Intensity Conditional Uses.

14. Drive-Through Facilities.

1. Purpose: It is the purpose of this section to provide regulations and standards for the establishment of drive-through facilities as conditional uses through the appropriate decision making authority.
2. Regulations and standards: Drive-through facilities shall be designed to minimize conflicts between pedestrian and vehicular circulation. The facility, including the stacking lanes, must not be visible from public rights-of-way and shall be subject to the standards listed below.
 - a. Separation. Each drive-through lane shall be separated from circulation routes necessary for ingress or egress from the property or access to any parking space.
 - b. Drive-through facilities shall be 100 feet from any residential zoning district.
 - c. Marking. Each drive-through lane shall be striped, marked, or otherwise distinctly delineated in a manner acceptable to the city.
 - d. Queuing and stacking. The queuing or vehicle stacking capacity of a drive-through facility shall be at least 100 feet. The minimum distance shall be measured from the centerline of the window closest to the edge of right-of-way from which access is provided. The stacking capacity may be increased based upon individual circumstances as determined by the city.
 - e. Drive-through facilities shall not be allowed on any building facade that directly fronts on a public or private right-of-way. On eligible building facades (sides and/or rear) the following design standards are required where windows for drive-through facilities are proposed:
 1. All principal and accessory structures related to the drive-through facilities shall be 100 feet from any residential zoning district.

2. The building facade shall have windows that occupy no less than 25% of the facade and that are located at the pedestrian level. A maximum of 10% of this 25% may be non-transparent windows.
3. The building facade shall be modulated and divided into smaller identifiable pieces to articulate the plane of the facade.
4. The building facade shall have at least one offset having a roof.
5. Additional landscaping for the screening of drive-through facilities is required in accordance with Article 6, Section 23.6-1 Landscape Regulations.
6. Roofing. Roofs constructed as part of a drive-through facilities shall be consistent with the architectural style, materials, and colors of the principal structure.
7. Noise. Any drive-up or drive-through speaker system shall emit no more than 65 (dB) decibels and at no time shall any speaker system be audible above daytime ambient noise levels beyond the real property lines of the site. The system shall be designed to compensate for ambient noise levels in the immediate area.



AGENDA DATE: May 17, 2016

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-16 - Second Reading and Public Hearing - adopt Florida Building Code 2014 Edition and Administrative Amendments

SUMMARY:

This ordinance proposes the adoption of the 2014 edition of the Florida Building Code including specific administrative amendments.

BACKGROUND AND JUSTIFICATION:

The Florida Building Commission has adopted, by rule, pursuant to section 120.536(1) and 120.54, Florida Statutes, the 2014 Florida Building Code (Code) with an effective implementation date of June 30, 2016. The Code is applicable throughout the entire State of Florida pursuant to section 553.73(6), Florida Statutes, without adoption on the City for implementation. However, section 553.73(4)(a), Florida Statutes, authorizes the City to adopt local amendments to the administrative provisions contained in Chapter 1 of the Code, so long as any such administrative amendments are more stringent than the minimum standards contained in the Code. The recommended administrative amendments for the City are included as part of the proposed ordinance as Exhibit "A".

MOTION:

I move to approve/disapprove Ordinance No. 2016-16 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance No. 2016-16, w/Exhibit A

ORDINANCE NO. 2016-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9, "BUILDINGS AND STRUCTURAL REGULATIONS", ARTICLE I, "IN GENERAL", SECTION 9-2.1, "CITY OF LAKE WORTH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODES ADOPTED", BY ADOPTING BY REFERENCE THE CITY OF LAKE WORTH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE 2014 EDITION; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

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

WHEREAS, the Florida Building Commission has adopted by rule, pursuant to sections 120.536(1) and 120.54, Florida Statutes, the 2014 Edition of the Florida Building Code; and

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

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

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

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 9, "Buildings and Structural Regulations", Article I, "In General", Section 9-2.1, "City of Lake Worth administrative amendments to the Florida Building Codes adopted" is hereby amended as follows:

Sec. 9-2.1. - City of Lake Worth administrative amendments to the Florida Building Codes adopted.

The City of Lake Worth Administrative Amendments to the Florida Building Code, 2010 ~~2014~~ Edition, set out in Exhibit A attached hereto, are hereby adopted by reference and shall be in force and effect as if fully set out in this section.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective on ten (10) days after passage.

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

Mayor Pam Triolo	_____
Vice Mayor Scott Maxwell	_____
Commissioner Christopher McVoy	_____
Commissioner Andy Amoroso	_____
Commissioner Ryan Maier	_____

The Mayor thereupon declared this Ordinance duly passed on first reading on the ___ day of _____, 2016.

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

Mayor Pam Triolo	_____
Vice Mayor Scott Maxwell	_____
Commissioner Christopher McVoy	_____
Commissioner Andy Amoroso	_____
Commissioner Ryan Maier	_____

The Mayor thereupon declared this Ordinance duly passed and enacted on the ___ day of _____, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

EXHIBIT A

Exhibit A
City of Lake Worth
Local Amendments to the
Florida Building Code (FBC) 2014
Chapter 1 Administration

Chapter 1 Administration

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CHAPTER 1
ADMINISTRATION

**SECTION 101
GENERAL**

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

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

Exceptions:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the Florida Building Code, Residential.
2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall comply with the Florida Building Code, Existing Building.

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

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

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

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

101.3.2 Warranty and Liability. The permitting and inspection of any building, system, or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system, or plan, or their adequacy. The jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no Building Department

employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28(9)(a) Florida Statutes, as may be amended.

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

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

101.4.2 Gas. The provisions of the International Fuel Gas Code with the Florida Fuel Gas Code Supplement shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

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

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

101.4.5 Property maintenance. Reserved.

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

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

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

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see section 428, Florida Building Code, Building, and Rule 9B-1 F.A.C.

SECTION 102 APPLICABILITY

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

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

102.1.2 In addition to the requirements of this code, there may be other regulations affecting details of development, building design, and construction.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in Chapter 34 of this code and the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.

- (c) Nonresidential farm buildings on farms.
 - (d) Temporary buildings or sheds used exclusively for construction purposes.
 - (e) Mobile or modular structures used as temporary offices, except that the provisions of Part V (*Section 553.501-553.513, Florida Statutes*) relating to accessibility by persons with disabilities, and permits shall be required for structural support and tie down, electrical supply, and all utility connections to such mobile or modular structures.
 - (f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission or distribution of electricity.
 - (g) Temporary sets, assemblies or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
 - (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials.
- Exception:** Electrical or plumbing work or connection, or other non-wood features shall not be exempted from this code.
- (i) Service provider water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.
 - (j) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - (k) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

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

102.2.2 Buildings or structures for residential uses moved into or within a county or municipality shall not be required to be brought into compliance with

the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of original construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the applicable Florida Statutes for all buildings or structures of the same residential occupancy class.
7. The requirements of *Florida Building Code, Existing Building* are also satisfied.

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled.

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

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

- 1) At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this Code and all such work is reported as required in Section 105.1.2 of this Code for compliance evaluation. No added capacity, system expansion or new building

work of any type shall be excluded from individual permit and inspection by this provision.

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

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

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

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.5 Reserved.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Codes referenced in Section 101.4, or *the Florida Fire Prevention Code*, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

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

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment on the surface of a roof be installed in compliance with the requirements of the Florida Building Code until the equipment is required to be removed or replaced.

SECTION 103

DEPARTMENT OF BUILDING SAFETY

103.1 Establishment. There is hereby established a department to be called the Department of Building Safety and the person in charge shall be known as the Building Official. All code officials employed by the department shall be certified in accordance with Chapter 468, Part XII, Florida Statutes.

103.2 Employee qualifications

103.2.1 Building official's qualifications. The building official shall have at least ten years combined experience as an architect, engineer, construction code official, contractor or construction superintendent with at least five years of such experience in supervisory positions. The building official shall be certified as a building official or building code administrator by the State of Florida.

103.2.2 Chief inspector qualifications. The building official, with the approval of the governing authority, may designate chief inspectors to administer the provisions of the Building, Electrical, Gas, Mechanical, and Plumbing Codes. Each chief inspector shall have at least ten years combined experience as an architect, engineer, construction code official, contractor or construction superintendent with at least five years of such experience in supervisory positions. The chief inspector shall be certified for the appropriate trade as an inspector and plans examiner by the State of Florida.

103.2.3 Plans examiner and inspector qualifications. The building official, with the approval of the applicable governing authority, may appoint or hire such number of officers, plans examiners, inspectors, assistants and other employees as shall be authorized from time to time. A person shall not be appointed or hired as a plans examiner or inspector of construction who has not had at least five years experience as a building inspector, engineer, architect, or as a superintendent, foreman, or competent mechanic in charge of construction, in the corresponding trade. The plans examiners and inspectors shall be certified through the State of Florida for the appropriate trade.

103.2.4 Deputy building official qualifications. The building official may designate as a deputy an employee in the department who shall, during the absence or disability of the building official, exercise all the powers of the building official. The deputy building official shall have the same qualifications listed in 103.2.1.

103.3 Restrictions on employees. An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he/she is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with their duties or conflict with the interests of the department, except as instructors.

**SECTION 104
DUTIES AND POWERS OF THE
BUILDING OFFICIAL**

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

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

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

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

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

104.6 Right of entry.

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

refused, the building official shall have recourse to every remedy provided by law to secure entry.

104.6.2 When the building official shall have first obtained a proper inspection warrant in accordance with *F.S. 933*, or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

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

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

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

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

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases (excluding floodplain provisions as set forth in this code, City code, and the National Flood Insurance Program), upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The

details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.11 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. When alternate life safety systems are designed, the SFPE *Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings*, or other methods approved by the building official may be used. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.

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

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

104.11.3 Accessibility. Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with provisions of the Florida Building Code, Accessibility.

104.12 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the building official.

**SECTION 105
PERMITS**

105.1 Required. Any contractor, owner, or agent authorized in accordance with Florida Statute 489 who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical, plumbing or fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

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

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

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

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having value of less than \$1,000.00, providing, however, that such work will not adversely effect the structural integrity, fire rating, exit access or egress requirements.
2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work, with no electrical or plumbing work. This exception does not include hard flooring immediately above adjacent dwelling units.

3. Temporary motion picture, television and theater sets and scenery.
4. Swings and other playground equipment accessory to detached one- and two-family dwellings, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. Repairs and maintenance: Repair or replacement of *like* common household electrical fixtures, switches, and outlets on the load side of the electrical source. Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

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

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

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

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

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

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or

metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of *Section 713.135(5) and (6), Florida Statutes*. Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

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

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

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

1. Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system:
 - A. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value of over \$125,000; and

B.

- 1) Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.
 - 2) Requires a plumbing system with 250 fixture units or more.
 - 3) Requires Heating, ventilation and air-conditioning system that exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate over 100 persons
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under Section 633.521, *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
 3. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

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

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned and invalid, six months after the date of filing, or for any six month period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding three months each. The extension shall be requested in writing prior to the abandonment date and justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, extension of a permit application shall be set forth by the administrative authority.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county and there may be additional permits

required from other governmental entities such as water management districts, state agencies or federal agencies.”

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

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

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

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

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

must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Community Affairs.

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

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

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

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

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

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

105.4.1.4 The fee for renewal, reissuance, and extension of a permit shall be set forth by the administrative authority.

105.5 Expiration. Reserved

105.6 Suspension or Revocation of permits

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

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

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

105.8 Notice of commencement. As per *Section 713.135, Florida Statutes*, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

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

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

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

105.12 Work starting before permit issuance. Upon written request and approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection. This provision is only for the Florida Building Code, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes. This provision is only for the Florida Building Code, all other Agency approvals necessary for construction must be secured prior to this provision being applied.

105.14 Permit issued on basis of an affidavit. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or

prepared the drawings or computations shall inspect such work. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed. In addition, they shall certify conformity to the permit, *and* upon completion of the structure, electrical, gas, mechanical or plumbing systems make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under *Part XII of Chapter 468, Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under *Part XII of Chapter 468, Florida Statutes*. Nothing aforesaid shall preclude plan review or inspections by the building official, and no affidavits may be accepted to address specific floodplain provisions as set forth in this code, City code, and the National Flood Insurance Program.

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

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

SECTION 106

FLOOR AND ROOF DESIGN LOADS

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

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

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

SECTION 107 SUBMITTAL DOCUMENTS

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

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

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

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.5.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents shall be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is

essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design. (See also Section 107.3.5).

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

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

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

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

107.2.2 Reserved.

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

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system which was tested, where applicable, as well as the test procedure used.

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

107.2.5.1 Design flood elevations. Where *design flood* elevations are not specified, they shall be established in accordance with Section 1612.3.1.

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

Exceptions:

1. Building plans approved pursuant to *Section 553.77(5), Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 9B-1.009, F.A.C., shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

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

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

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 6 months after the effective date of this code and has not been abandoned.

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

107.3.4 Design professional in responsible charge.

107.3.4.1 General. When it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the owner to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the owner shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the owner if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by DCA Rule 9N-3

shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.2 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official* within a specified period. Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

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

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

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

107.3.5.1 Commercial Buildings:

107.3.5.1.1 Building

1. Site requirements:
 - Parking
 - Fire access
 - Vehicle loading
 - Driving/turning radius

- Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined.
 3. Minimum type of construction shall be determined (see Table 503).
 4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fire blocking and draftstopping and calculated fire resistance
 5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram
 6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
 7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways

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

9. Materials shall be reviewed and shall at a minimum include the following:
 - Wood
 - Steel
 - Aluminum
 - Concrete
 - Plastic
 - Glass
 - Masonry
 - Gypsum board and plaster
 - Insulating (mechanical)
 - Roofing
 - Insulation

10. Accessibility requirements shall include the following:
 - Site requirements
 - Accessible route
 - Vertical accessibility
 - Toilet and bathing facilities
 - Drinking fountains
 - Equipment
 - Special occupancy requirements
 - Fair housing requirements

11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation
 - Sanitation

12. Special systems:

Elevators
Escalators
Lifts

107.3.5.1.2 Electrical

1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs
2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

107.3.5.1.3 Plumbing

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention

9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation

107.3.5.1.4 Mechanical

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

15. Design flood elevation

107.3.5.1.5 Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation

107.3.5.1.6 Energy Calculations

107.3.5.2 Demolition

1. Asbestos removal
2. Utility releases
3. Pest control certification

107.3.5.3 Residential (One and Two-Family)

1. Site requirements
Set back/separation (assumed property lines)
Location of septic tanks
2. Fire-resistant construction (if required)
3. Smoke detector locations
4. Egress
Egress window size and location stairs construction requirements

5. Structural requirements shall include:
 - Wall section from foundation through roof, including assembly and materials connector tables
 - Termite protection
 - Design Loads
 - Wind requirements
 - Building envelope
 - Structural calculations (if required)
 - Foundation
 - Wall systems
 - Floor systems
 - Roof systems
6. Accessibility requirements: show/identify accessible bath
7. Impact resistant coverings or systems
8. Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials
9. Electrical:
 - Electric service riser with wire sizes, conduit detail and grounding detail.
 - Complete load calculations, Panel schedules
10. Mechanical:
 - Equipment and location, Duct systems
11. Plumbing:
 - Plumbing riser
12. Gas:
 - Gas piping
 - Venting
 - Combustion air
 - Chimneys and vents
 - Appliances
 - Type of gas
 - Fireplaces
 - LP tank location
 - Riser diagram/shutoffs
13. Energy Calculations

107.3.5.4 Swimming Pools

1. Barrier requirements

2. Spas
3. Wading pools

107.3.5.5 Exemptions.

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

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Minor electrical, plumbing and mechanical repairs
3. Annual maintenance permits
4. Manufactured buildings or prototype building plans except for local site adaptations and foundations of buildings, which are constructed on site, and modifications or structures that require waiver.
 - a. Site requirements
 - setback/separation (assumed property lines)
 - location of septic tanks (if applicable)
 - b. Structural
 - wind zone
 - anchoring
 - blocking
 - c. Plumbing
 - List potable water source and meter size (if applicable)
 - d. Mechanical
 - exhaust system
 - clothes dryer exhaust
 - kitchen equipment exhaust
 - e. Electrical
 - exterior disconnect location

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

107.5 Retention of construction documents. One set of official construction documents shall be retained by the building official as required by *Florida Statutes*.

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

as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 6months. The building official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

108.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the *Florida Building Code, Building*.

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

SECTION 109 FEES

109.1 Prescribed fees. A permit shall not be issued until fees authorized under Section 553.80, *Florida Statutes*, have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the

building, structure, electrical, plumbing, mechanical or gas systems, or due to additional review and inspection has been paid.

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

109.3 Building permit valuations. If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed, quantity estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, relative site work, architectural and design fees, marketing costs, overhead and profit; excluding only land value. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.), as published by International Code Congress. Final building permit valuation shall be set by the building official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty fee in addition to the required permit fees, as set in an approved schedule of fees.

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

109.6 Refunds. The building official is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the

jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.2 Preliminary inspection. Subject to the limitations of F.S. Chapter 553, before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.2.1 Existing building inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He/she may inspect the buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, before, during and upon completion of the work for which a permit was issued. He/she shall make a record of every such examination and inspection and of all observed violations of the technical codes. Additional regulations in *Florida Building Code, Existing Building* may apply.

110.3 Required inspections. The building official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection. A complete survey, or special purpose survey may be required before an inspection is approved.

A. Building

1. Foundation inspection. To be made after trenches are excavated and forms erected and required reinforcing steel is in place and, shall at a minimum include the following building components:
 - Stem-wall
 - Monolithic slab-on-grade
 - Pilings and pile caps
 - Footings/grade beams
- 1.1 Slab/Floor Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel or framing members installed and all building service equipment, conduit, piping accessories and other ancillary equipment items are

in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector.

- 1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification, required in Section 1612.5, shall be submitted to the building official.

2. Construction Inspections

- 2.1 Lintel/tie beams/columns/masonry units. To be made after masonry units, forms, reinforcing steel, shoring, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed.

- 2.2 Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Floor sheathing
- Sheathing fasteners
- Roof/wall dry-in.
- Gypsum board, as required
- Sheathing/cladding inspection

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be corrected prior to installation of the dry-in material.

- 2.3 Framing inspection. To be made after the roof deck or sheathing, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

- Window/door framing and installation. Verify rough opening dimensions are within tolerances, buck and attachments
- Lintel/tie beams complete, if applicable.
- Framing/trusses/bracing/connectors (including truss layout drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Fire resistant assemblies, joints and penetrations, as required
- Accessibility.

3. Roofing inspection. Shall at a minimum include the following building components:
 - Dry-in
 - Insulation
 - Roof coverings (including in-progress)
 - Flashing
4. Energy insulation, thermal and ignition barriers
5. Lath/Drywall. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly, unless otherwise determined by the building official.

6. Final inspection. To be made after the building is completed and ready for occupancy.
 - 6.1. Lowest floor elevation. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
7. Swimming pool inspection.
 - First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain, and prior to placing of concrete shell.
 - Underground electric inspection
 - Underground piping inspection including a pressure test
 - Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place).
 - Final electric inspection to be made prior to filling the swimming pool with water.
 - Final permanent barrier inspection is to be made prior to filling the swimming pool with water.
 - In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.
 - Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

8. Demolition inspections.

- First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
 - Final inspection to be made after all demolition work is completed.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (See Section 423.27.20).
10. Where impact-resistant coverings or impact resistant systems are installed to meet requirements of this code, the building official shall schedule adequate inspections of impact-resistant coverings or impact resistant systems to determine the following:
- The system indicated on the plans was installed.
 - The system is installed in accordance with the manufacturer's installation instructions and the product approval.

B. Electrical

1. Underground inspection (including bonding and ground). To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the building is dried-in, framing, fire-blocking and bracing is in place, and prior to the installation of insulation (if applicable), or wall or ceiling membranes.
3. Low Voltage: To be made for security, alarm, elevator, and special uses.
4. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

C. Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and

prior to the installation of insulation (if applicable), or wall or ceiling membranes.

3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

D. Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the building is dried-in, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of insulation (if applicable), or wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

E. Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

F. Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection. Reserved.

110.3.2 Concrete slab and under-floor inspection. Reserved.

110.3.3 Reinforcing steel and structural frames. Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request.

110.3.4 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received. (Also refer to Sections 105.10 and 105.11)

110.3.5 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

110.3.6 Fire and smoke resistant penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

110.3.7 Threshold building.

110.3.7.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance

with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.3.7.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under s. 553 .71, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.3.7.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.3.7.4 Each enforcement agency shall require that, on every threshold building:

110.3.7.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.3.7.4.2 Any proposal to install an alternate structural product or system to which building codes apply shall be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.3.7.4.3 All shoring and reshoring procedures, plans and details shall be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.3.7.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes

and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

110.3.7.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in *Section 489.105(3)(a), Florida Statutes*, or to a licensed building contractor, as defined in *Section 489.105(3)(b), Florida Statutes*, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.3.7.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, *Section 553.73, Florida Statutes*, without duplicative inspection by the building department. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under *Part XII of Chapter 468, Florida Statutes*, or certified as a special inspector under *Chapter 471 or 481, Florida Statutes*. Inspections of threshold buildings required by *Section 553.79(5), Florida Statutes*, are in addition to the minimum inspections required by this code.

110.3.8 Reserved.

110.3.9 Other inspections services. The building official may make, or cause to be made by others, the inspections required by Section 109. He/she may accept reports of inspectors of recognized inspection services, provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the technical codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service. The building official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I or II construction
2. For all major structural alterations
3. Where the concrete design is based on compressive strength (f 'c) in excess of 3000 pounds per square inch
4. For pile driving
5. For buildings with area greater than 20,000 square foot
6. For buildings more than 2 stories in height
7. For buildings and structures of unusual design or methods of construction

Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer, or a person licensed under *Chapter 468, Part XII, Florida Statutes*. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector.

At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.3.9.1 Affidavit for Inspection. With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the building official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a Registered Florida Professional Engineer to inspect and certify the installation and/or construction. Affidavits may not be accepted to obviate specific floodplain inspection provisions set forth in this code, City code, and the National Flood Insurance Program.

110.3.10 Inspections prior to issuance of Certificate of Occupancy or Completion. The building official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the building official shall give first priority to inspections of the construction, addition, or renovation to, any facilities owned or controlled by a state university, state community college or public school district.

110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building inspector. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

110.7 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage run-offs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional shall be submitted to the inspector in order to receive approval of the final inspection.

110.8 Hurricane Protection. It shall be unlawful for any person to allow construction related materials equipment and debris to remain loose or otherwise unsecured at a construction site from 24 hours after a hurricane watch has been issued until the hurricane watch or warning has been lifted. All such construction materials, equipment and debris shall be either removed from the construction site or secured in such a manner as to minimize the danger of such construction materials, equipment, and debris causing damage to persons or property from high winds. Any person who fails to remove or secure the construction materials equipment and debris within 24 hours after a hurricane watch has been issued shall be subject to a fine not to exceed \$500.

**SECTION 111
CERTIFICATES OF OCCUPANCY AND
COMPLETION**

111.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a Certificate of Occupancy therefore as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official.

Exception: Certificates of occupancy are not required for work exempt from *permits* under Section 105.2.

111.2 Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety or other agency whose approval is inherent in the building permitting process, the building official shall issue a Certificate of Occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the department of building safety.
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.

12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building permit.

111.3 Temporary/partial occupancy. A temporary/partial Certificate of Occupancy or Certificate of Completion may be issued for a portion or portions of a building that may safely be occupied prior to final completion of the building. The building official may require, once all life safety issues have been complied with, an applicant to provide adequate cash surety for unfinished work or revision of plans until a permanent Certificate of Occupancy or Certificate of Completion is granted. The purpose of the cash surety is to insure completion of work under this permit. Such cash surety shall be equal to one hundred ten percent (110%) of the estimated value of the remaining work, including labor and material, as determined by the design professional. The design professional shall submit a signed and sealed document attesting to the amount required to cover the cash surety. If work has not been completed and all finals requested within 90 days of issuance of the initial Temporary/Partial Certificate of Occupancy or Certificate of Completion, the jurisdiction retains the right to have the applicant surrender the cash surety. The jurisdiction then may use the surety to finish the remaining work. The surety shall be in the form of cash money, certified check, or cashiers check. Surety shall be returned upon approval of all final inspections and upon written request that has been approved by the building official.

111.4 Certificate of Completion. Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

111.5 Revocation. The building official is authorized to, in writing, suspend or revoke a Certificate of Occupancy or Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official and a Certificate of Occupancy or Completion is issued. The servicing utility company shall not connect the power supply until notified by the building official.

112.2 Temporary connection. The building official *shall have the authority to* authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary Certificate of Occupancy.

112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life, or property, or unsafe condition, or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The building official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

113.1 Appointment. There is hereby established a board to be called the Construction Board of Adjustment and Appeals, which shall consist of seven members appointed by the City Commission of Lake Worth. All members of the Board must be residents of, or have business located in the City of Lake Worth.

113.2 Membership and Terms

113.2.1 Membership. Board members shall be composed of individuals with knowledge and experience in the technical codes to include, to the greatest extent possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category. A board member shall not act in a case in which he has a personal or financial interest.

113.2.2 Terms. The four-year terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12 month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

113.2.3 Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying

a decision of the building official, not less than four affirmative votes shall be required.

113.2.4 Secretary and Counsel to the Board. The Building Department (Department) shall provide clerical and administrative personnel as may be reasonably required by the Board for proper performance of its duties. The City Attorney or his/her designee shall attend meetings and shall serve as counsel to the Board. The Director of the Department or his/her designee shall represent the City by presenting the City's position to the Board.

113.3 Powers. The Construction Board of Adjustments and Appeals shall have the power, as further defined in 116.4, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes.

113.4 Appeals

113.4.1 Decision of the building official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official to the Construction Board of Adjustment and Appeals whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case, which *the building official has rejected or refused*.
4. The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.4.2 Variances. The Construction Board of Adjustments and Appeals, when upon written request, has been so appealed to and after a hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.
2. That the special conditions and circumstances do not result from the action or inaction of the applicant.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service system.
4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.
5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety and general welfare.

113.4.2.1 Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

113.4.3 Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the building official renders the decision. Appeals shall be in a form acceptable to the building official.

113.4.4 Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the building official, is unsafe, unsanitary or dangerous, the building official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

113.5.1 Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

113.5.1.1 Rules of Evidence. Formal rules of evidence shall not apply, but fundamental due process should be observed and govern the proceedings. Upon determination by the Chairperson, irrelevant, immaterial, or unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonable, prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form. The Board may request certain evidence be provided by an architect or engineer registered in the State of Florida, in which case said evidence shall be signed, sealed, and dated.

113.5.1.2 Testimony. Any member of the Board or the attorney representing the Board may inquire of, or question, any witness before the Board. Any member of the Board, the petitioner or his/her attorney, and/or the building official shall be permitted to inquire of any witness before the Board. The Board may consider testimony presented by the building official, the petitioner, or any other witness.

113.5.2 Decisions. The Construction Board of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

113.6 Local Construction Regulation Board. The local government may also utilize this Board to convene as the Local Construction Regulation Board (LCRB), as provided in F.S. 489.113. The LCRB may deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if the board has found such contractor, through public hearing, to be guilty of fraud or a willful building code violation within the City of Lake Worth. The Board may also, deny, suspend, revoke or limit the authority of a certified contractor to obtain a building permit or permit with specific conditions, if it has proof through the public hearing process, that a contractor has been found guilty in another county or municipality within the past 12 months, of fraud or a willful building code violation and after providing notice of an opportunity to be heard to the contractor, finds that such fraud or violation would have been fraud or a violation if committed in the City of West Palm Beach. Notification of and information concerning such permit denial shall be submitted to the Department of Business and Professional Regulation within 15 days after the local construction regulation board decides to deny the permit.

SECTION 114 VIOLATIONS

Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, without full compliance with applicable codes, laws, ordinances, rules and regulations, shall be guilty of a misdemeanor. Each such person shall be considered guilty of a separate

offense for each and every day or portion thereof during which any violation of any of the provisions of applicable codes, laws, ordinances, rules and regulations is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws. Nothing in this section shall prevent the authority having jurisdiction from imposing fines, liens, or seek injunction relief, or exercising other enforcement powers as permitted by law. Code enforcement and penalties of *162 Florida Statutes Part I* shall be authorized if building work begins without payment of all required fees, and for the purposes of enforcing this code, code officials licensed under *Florida Statute 468 Part XII* are deemed "Code Inspectors", as defined in *Florida Statute 162.04*.

SECTION 115 STOP WORK ORDER

115.1 Stop work orders. Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the building official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with the Chapter 18 Article III of the City Code. The extent of repairs shall be determined by the building official. When the building official determines that an unsafe building, structure or service system cannot be reasonably repaired in accordance with this or the technical codes, it shall be demolished in accordance with this section.

116.1.1 When the building official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall, in accordance with established procedure for legal notices, give the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system written notice stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof.

116.1.2 If necessary, such notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated forthwith and not reoccupied until the specified repairs and improvements are completed, inspected and approved by the building official. The building official shall cause to be posted at each entrance to such building a notice stating: **THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL.** Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove such notice without written permission of the building official, or for any person to enter the building, or use such systems except for the purpose of making the required repairs or of demolishing same.

116.1.3 The owner, agent or person in control shall have the right to appeal from the decision of the building official, as provided hereinafter, and to appear before the Construction Board of Adjustments and Appeals at a specified time and place to show cause why he should not comply with said notice.

116.1.4 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the building official, after having ascertained the cost, shall cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, or required to remain vacant or unused.

116.1.5 The decision of the building official shall be final in cases of emergency, which, in the opinion of the building official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.1.6 Costs incurred under this section shall be recovered pursuant to Section 9-4 of the City of Lake Worth Code.

**SECTION 117
TESTS**

The building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or agent, by an approved testing laboratory or other approved agency.

**SECTION 118
SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

**SECTION 119
WIND SPEED MAPS ADOPTED**

119.1 Figures 1609A, B, and C are hereby adopted as the official Ultimate Design Wind Speed Risk Category maps for the City of Lake Worth.



AGENDA DATE: May 17, 2016

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-17 - Second Reading and Public Hearing - adopt Floodplain Management Provisions to continue participation in the National Flood Insurance Program

SUMMARY:

Adopt ordinance to provide for updated floodplain management provisions within the City's Code of Ordinances to continue the City's participation in the National Flood Insurance Program and the insurance discounts associated with participation.

BACKGROUND AND JUSTIFICATION:

The City is required to enact this ordinance in order coordinate its floodplain management regulations with the Florida Building Code - 2014 Edition, to repeal and replace existing regulations in order to satisfy the requirements of the National Flood Insurance Program and to meet the requirements of Florida Statute Section 553.73(5) as it relates to adopting certain administrative and technical amendments to the Florida Building Code regarding flood resistance in order to implement the National Flood Insurance Program.

MOTION:

I move to approve/disapprove Ordinance No. 2016-17 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance No. 2016-17

ORDINANCE NO. 2016 – XX OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 9, “BUILDINGS AND STRUCTURAL REGULATIONS”, ARTICLE I, “IN GENERAL”, SECTION 9-3, “SPECIAL FLOOD HAZARD AREA PROVISIONS” TO PROVIDE FOR AMENDMENTS TO THE FLORIDA BUILDING CODE REGARDING FLOOD ELEVATIONS; AMENDING CHAPTER 23, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, “SUPPLEMENTAL REGULATIONS”, SECTION 23.5-2, “SUBDIVISION REGULATIONS” TO REFERENCE THE NEW FLOODPLAIN MANAGEMENT ARTICLE; AMENDING ARTICLE 6, “ENVIRONMENTAL REGULATIONS”, SECTION 23.6-3, “FLOODPLAIN MANAGEMENT” BY REPEALING THIS SECTION AND ENACTING ARTICLE 7, “FLOODPLAIN MANAGEMENT” TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of City of Lake Worth and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Lake Worth was accepted for participation in the National Flood Insurance Program on December 1, 1978 and the Lake Worth City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the City of Lake Worth adopted a requirement to increase the minimum elevation requirement for buildings and structures in flood hazard areas prior to July 1, 2010 and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code;

WHEREAS, the Lake Worth City Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

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

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Chapter 9, “Buildings and Structural Regulations”, Article I, “In General”, Section 9-3, “Special flood hazard area provisions” is amended as follows:

~~9-3.1 Freeboard. The finish floor elevation of all habitable space in new construction located in a flood zone shall be elevated a minimum of twelve (12) inches above the base flood elevation (BFE).~~

~~The finish lowest floor elevation of all habitable space in new construction not located in a flood zone shall be elevated a minimum of six (6) inches above the surrounding ground elevation such that the building or structure will not experience isolated flooding nor will there be adverse drainage impacts on adjacent properties.~~

9-3.1 The Florida Building Code, Residential is hereby amended by the following technical amendments.

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet 2 feet (610 mm) if a depth number is not specified.
4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

R322.3.2 Elevation requirements.

1. All buildings and structures erected within coastal high-hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of mat or raft foundations, piling, pile caps, columns, grade beams and bracing, is:
 - 1.1 Located at or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher, if the lowest horizontal structural member is oriented parallel to the direction of wave approach, where parallel shall

mean less than or equal to 20 degrees (0.35 rad) from the direction of approach, or

1.2 Located at the base flood elevation plus 2 feet ~~1-foot (305 mm)~~, or the design flood elevation, whichever is higher, if the lowest horizontal structural member is oriented perpendicular to the direction of wave approach, where perpendicular shall mean greater than 20 degrees (0.35 rad) from the direction of approach.

2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited.
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception: Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

Section 3. Chapter 23, “Land Development Regulations”; Article 5, “Supplemental Regulations”; Section 23.5-2, “Subdivision regulations”, is amended as follows:

....

b) *Application of section.* This section shall apply to and be enforced in all areas of the city. An individual, firm, corporation or any other subdivider shall not create a subdivision of a tract of land anywhere in the city except in conformity with this section and where applicable, with Chapter 23, Article 7.

....

Section 4. Chapter 23, “Land Development Regulations”, Article 6, “Environmental Regulations”, Section 23.6-3, “Floodplain management” is hereby deleted in its entirety and Article 7, “Floodplain Management” is hereby enacted as follows:

ARTICLE 7. - FLOODPLAIN MANAGEMENT

DIVISION 1. - ADMINISTRATION

Sec. 23.7-1. – General.

a) *Title.* These regulations shall be known as the *Floodplain Management Ordinance* of the City of Lake Worth, Florida, hereinafter referred to as “this ordinance.”

b) *Scope.* The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of

recreational vehicles; installation of swimming pools; and any other development.

c) *Intent.* The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

d) *Coordination with the Florida Building Code.* This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

e) *Warning.* The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

f) *Disclaimer of Liability.* This ordinance shall not create liability on the part of the City Commission of the City of Lake Worth, Florida or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

Sec. 23.7-2. – Applicability.

a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

b) *Areas to which this ordinance applies.* This ordinance shall apply to all flood hazard areas within the City of Lake Worth, Florida, as established in Sec. 23.7-2(c) of this ordinance.

c) *Basis for establishing flood hazard areas.* The Flood Insurance Study and Wave Height Analysis, City of Lake Worth, Florida, Palm Beach County, dated March 31, 1982, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Lake Worth City Hall, 7 North Dixie Highway, Lake Worth, Florida 33460.

1. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to Sec. 23.7-5 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

a. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.

b. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

d) *Other laws.* The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

e) *Abrogation and greater restrictions.* This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

f) *Interpretation.* In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;

2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 23-7.3. – Duties and powers of the floodplain administrator.

a) *Designation.* The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

b) *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Sec. 23.7-7 of this ordinance.

c) *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

e) *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Sec. 23.7-7 of this ordinance.

f) *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

g) *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Sec. 23.7-6 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

h) *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:

1. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Sec. 23.7-3(d) of this ordinance;
2. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
3. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

4. Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete;

5. Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Lake Worth, Florida are modified; and

6. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as “Coastal Barrier Resource System Areas” and “Otherwise Protected Areas.”

i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at Lake Worth City Hall, 7 North Dixie Highway, Lake Worth, Florida 33460.

Sec. 23-7.4. – Permits.

a) *Permits required.* Any owner or owner’s authorized agent (hereinafter “applicant”) who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

1. *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance

Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- a. Railroads and ancillary facilities associated with the railroad.
- b. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- c. Temporary buildings or sheds used exclusively for construction purposes.
- d. Mobile or modular structures used as temporary offices.
- e. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- f. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- g. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- h. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- i. Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

c) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in Sec. 23.7-5 of this article.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.

d) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation

of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

e) *Expiration*. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

f) *Suspension or revocation*. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

g) *Other permits required*. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

1. The South Florida Water Management District; section 373.036, F.S.
2. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
6. Federal permits and approvals.

Sec. 23.7-5. – Site plans and construction documents.

a) *Information for development in flood hazard areas*. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Sec. 23.7-5(b)(2) or (3) of this ordinance.

3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Sec. 23.7-5(b)(1) of this ordinance.
4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
7. Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
8. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
9. Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
3. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - A. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

B. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Sec. 23.7-5(d) of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Sec. 23.7-5(d) of this ordinance.

4. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 23.7-6. – Inspections.

a) General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

1. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

2. Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

A. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner’s authorized agent, shall submit to the Floodplain Administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Sec. 23.7-5(b)(3)(B) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner’s authorized agent.

B. Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner’s authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Sec. 23.7-6(a)(2)(A) of this ordinance.

3. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Sec. 23.7-7. – Variances and appeals.

a) General. The Lake Worth Planning and Zoning Board or the Lake Worth Historic Resources Preservation Board, as appropriate, shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Lake Worth Planning and Zoning Board or the Lake Worth Historic Resources Preservation Board, as appropriate, shall hear and decide on requests for appeals and requests for variances from the strict

application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code*, *Building*.

b) *Appeals*. The Lake Worth Planning and Zoning Board or the Lake Worth Historic Resources Preservation Board, as appropriate, shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

c) *Limitations on authority to grant variances*. The Lake Worth Planning and Zoning Board or the Lake Worth Historic Resources Preservation Board, as appropriate, shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Sec. 23.7-7(f) of this ordinance, the conditions of issuance set forth in Sec. 23.7-7(g) of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Lake Worth Planning and Zoning Board or the Lake Worth Historic Resources Preservation Board, as appropriate, has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

1. *Restrictions in floodways*. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Sec. 23.7-5(c) of this ordinance.

d) *Historic buildings*. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code*, *Existing Building*, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

e) *Functionally dependent uses*. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Sec. 23.7-7(c)(1), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

f) *Considerations for issuance of variances*. In reviewing requests for variances, the Lake Worth Planning and Zoning Board or the Lake Worth Historic Resources Preservation Board, as appropriate, shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development to the community;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

g) Conditions for issuance of variances. Variances shall be issued only upon:

1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
2. Determination by the Lake Worth Planning and Zoning Board or the Lake Worth Historic Resources Preservation Board, as appropriate, that:
 - A. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - B. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - C. The variance is the minimum necessary, considering the flood hazard, to afford relief;
3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with

the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 23.7-8. – Violations.

a) *Violations.* Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

b) *Authority.* For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner’s agent, or to the person or persons performing the work.

c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

DIVISION 2. - DEFINITIONS

Sec. 23.7-9. – General.

a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

b) *Terms defined in the Florida Building Code.* Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

c) *Terms not defined.* Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 23.7-10. – Definitions.

Alteration of a watercourse: A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal: A request for a review of the Floodplain Administrator’s interpretation of any provision

of this ordinance.

ASCE 24: A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood: A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation: The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement: The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202.]

Coastal construction control line: The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area: A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Design flood: The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year;
or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation: The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development: Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment: The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure: Any buildings and structures for which the “start of construction” commenced before November 6, 1978. [Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before November 6, 1978.

Expansion to an existing manufactured home park or subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA): The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding: A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials: Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area: The greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM): The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS): The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain Administrator: The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval: An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway: The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis: An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code: The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure: Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

Letter of Map Change (LOMC): An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the

fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck: As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor: The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home: A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value: The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction: For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after November 6, 1978 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after November 6, 1978.

Park trailer: A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle: A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes: Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area: An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction: The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage: Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement: Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the

structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See Instructions and Notes]

Variance: A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse: A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

DIVISION 3. - FLOOD RESISTANT DEVELOPMENT

Sec. 23.7-11. – Buildings and structures.

a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Sec. 23.7-4(c) of this ordinance, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Sec. 23.7-17 of this ordinance.

b) Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

1. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
2. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

Sec. 23.7-12. – Subdivisions.

a) Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
2. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Sec. 23.7-5(b)(1) of this ordinance; and
3. Compliance with the site improvement and utilities requirements of Sec. 23.7-13 of this ordinance.

Sec. 23.7-13. – Site improvements, utilities and limitations.

a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

d) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Sec. 23.7-5(c)(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

e) *Limitations on placement of fill.* Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

f) *Limitations on sites in coastal high hazard areas (Zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Sec. 23.7-5(c)(4) of this ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Sec. 23.7-17(h)(3) of this ordinance.

Sec. 23.7-14. – Manufactured homes.

a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

1. *Limitations on installation in floodways and coastal high hazard areas (Zone V).* New installations of manufactured homes shall not be permitted in floodways and coastal high hazard areas (Zone V).

b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential Section R322.2* and this ordinance. Foundations for manufactured homes subject to Section 23.7-14(d)(2) are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential Section R322.3* and this ordinance.

c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

d) *Elevation.* Manufactured homes that are placed, replaced, or substantially improved shall comply with Sec. 23.7-14(d)(1) or (2) of this ordinance, as applicable.

1. General elevation requirement. Unless subject to the requirements of Sec. 23.7-14(d)(2) of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

2. Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Sec. 23.7-14(d)(1) of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

A. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or

B. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.

e) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

f) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

Sec. 23.7-15. – Recreational vehicles and park trailers.

a) Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be on the site for fewer than 180 consecutive days; or

2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

b) Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Sec. 23.7-15(a) of this ordinance for temporary placement shall meet the requirements of Sec. 23.7-14 of this ordinance for manufactured homes.

Sec. 23.7-16. – Tanks.

a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of Sec. 23.7-16(c) of this ordinance shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

2. Not be permitted in coastal high hazard areas (Zone V).

c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 23.7-17. – Other development.

a) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

1. Be located and constructed to minimize flood damage;

2. Meet the limitations of Sec. 23.7-13(d) of this ordinance if located in a regulated floodway;

3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

4. Be constructed of flood damage-resistant materials; and

5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

b) Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Sec. 23.7-13(d) of this ordinance.

c) Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Sec. 23.7-13(d) of this ordinance.

d) Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Sec. 23.7-13(d) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Sec. 23.7-5(c)(3) of this ordinance.

e) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;
2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
3. Have a maximum slab thickness of not more than four (4) inches.

f) Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
3. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that

would increase damage to the building or structure or to adjacent buildings and structures.

4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

g) Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

h) Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

Section 5. Fiscal Impact Statement. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of

this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Codification. The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 9. Effective Date. This Ordinance shall become effective on ten (10) days after passage.

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

Mayor Pam Triolo	_____
Vice Mayor Scott Maxwell	_____
Commissioner Christopher McVoy	_____
Commissioner Andy Amoroso	_____
Commissioner Ryan Maier	_____

The Mayor thereupon declared this Ordinance duly passed on first reading on the ___ day of _____, 2016.

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

Mayor Pam Triolo	_____
Vice Mayor Scott Maxwell	_____
Commissioner Christopher McVoy	_____
Commissioner Andy Amoroso	_____
Commissioner Ryan Maier	_____

The Mayor thereupon declared this Ordinance duly passed and enacted on the ___ day of _____, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: May 17, 2016

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-18 – First Reading – provide for clarification and modification to certain general parking requirements, parking enforcement and administrative processes relating to parking citations and to schedule the public hearing date for June 7, 2016.

SUMMARY:

The Ordinance clarifies/modifies parking requirements regarding motorcycles, disabled parking, parking in fire lanes, parking in alleys, enforcement procedures and provides for an administrative review process by allowing the Leisure Services Director or designee to dismiss/void certain citations and waive late fees when applicable.

BACKGROUND AND JUSTIFICATION:

The ordinance will clarify and modify certain sections of the code that regulates parking at the beach and surrounding area as well as parking downtown and in residential areas. The major changes are as follows:

- No more than 2 motorcycles shall be allowed in one space
- A vehicle may not obstruct a handicapped parking space
- A person shall have 15 days to pay a citation (currently 10 days are allowed)
- No parking in a fire lane
- A person may not park in an alley so as to obstruct the alley
- Certain commercial vehicles shall not be allowed to be parked overnight in a residential district
- The Leisure Services Director, or designee, shall be allowed to waive or void certain fees and citations
- Administrative fees, as adopted in the schedule of fees, may be imposed

If the ordinance passes on first reading, it is staff's intent to present the resolution modifying the schedule of fees at the Commission meeting when this ordinance will be scheduled for second reading.

MOTION:

I move to approve/not approve Ordinance No. 2016-18 on first reading and schedule the public hearing date for June 7, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2016-18 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, "BEACHES, PARKS AND RECREATION", ARTICLE II, "BEACH PARKING", SECTION 7-18, "PARKING GENERALLY" TO CLARIFY MOTORCYCLE PARKING REQUIREMENTS; AMENDING SECTION 7-22, "DISABLED PERSON PARKING" TO CLARIFY THAT OBSTRUCTING DISABLED PARKING SPACES IS A VIOLATION; AMENDING SECTION 7-23, "ENFORCEMENT PROCEDURE" TO MODIFY THE TIME PERIOD TO PAY PARKING VIOLATIONS; AMENDING CHAPTER 21, "TRAFFIC"; ARTICLE I, "IN GENERAL", SECTION 21-4, "VEHICLE LICENSES" TO INCREASE THE PENALTY FOR AN EXPIRED TAG; AMENDING ARTICLE II, "PARKING, STOPPING AND STANDING", SECTION 21-33, "IMPROPER AND PROHIBITED PARKING" TO CLARIFY MOTORCYCLE PARKING REQUIREMENTS AND PROVIDE THAT PARKING IN ALLEYS AND FIRE LANES ARE PROHIBITED; AMENDING SECTION 21-37.2, "DISABLED PARKING SPACE VIOLATIONS" TO CLARIFY THAT OBSTRUCTING DISABLED PARKING SPACES IS A VIOLATION; AMENDING SECTION 21-39, "ENFORCEMENT PROCEDURE" TO MODIFY THE TIME PERIOD TO PAY PARKING VIOLATIONS AND TO CLARIFY SERVICE ON THE VIOLATOR; AND ENACTING SECTION 21-44, "ADMINISTRATIVE REVIEW PROCESS", TO ALLOW FOR ADMINISTRATIVE REVIEW OF PARKING CITATIONS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City wishes to clarify that obstructing a disabled parking space is a violation; and

WHEREAS, the City wishes to clarify the prohibition of parking in alleys and fire lanes; and

WHEREAS, the City wishes to provide for an administrative review process as it relates to parking citations; and

WHEREAS, the City wishes to provide for a greater time period in order to pay for parking violations and to clarify service of the citation on the violator; and

WHEREAS, the City Commission has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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

47 Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby
48 ratified and confirmed by the City Commission.

49

50 Section 2. Chapter 7, "Beaches, Parks and Recreation", Article II, "Beach Parking",
51 Section 7-18, "Parking generally" is hereby amended as follows:

52

53 **Sec. 7-18. - Parking generally.**

54

55 (a) It shall be unlawful, and a parking violation punishable according to state law as
56 a nonmoving violation, for any person to park a motor vehicle, as described in
57 F.S. ch. 316, at the municipal beach area along the roadside or in any area not
58 located within one of the municipal beach area parking lots.

59 (b) No operator of any motor vehicle shall park any motor vehicle in the beach area
60 parking lots unless the vehicle is within a designated and marked parking space.
61 An operator of a motor vehicle may use more than one (1) space if the size or
62 shape of the vehicle makes compliance of this section impossible, but must pay
63 for ~~both~~ all spaces.

64 (c) All operators of motor vehicles who park in a space in the beach area parking
65 lots must pay for the spot in accordance with the designated rates. No more
66 than two (2) motorcycles, mopeds or scooters shall be allowed to occupy a
67 single designated parking space.

68 (d) All roadways, lanes or other public rights-of-way in the municipal beach area
69 shall be kept open and free of parked vehicles at all times.

70 (e) The right granted to a motor vehicle under this division to stop or stand a vehicle
71 for purposes of loading or unloading of passengers shall not extend beyond the
72 time necessary without permitting abuse of the privileges granted hereby. Any
73 motor vehicle unloading or loading passengers must be attended to at all times.

74 (f) It shall be a municipal parking violation for any person to park a motor vehicle,
75 as described in F.S. ch. 316, where the vehicle is backed into the parking space
76 and the back of the vehicle blocks, encroaches or otherwise impedes the use of
77 a sidewalk or other pedestrian passage right-of-way in any manner. A violation
78 of this provision shall be punished by a civil penalty as set forth by city
79 resolution.

80 (g) It shall be a municipal parking violation for any person to park a motor vehicle,
81 as described in F.S. § 316.605, obscuring the word "Florida", the vehicle's
82 registration decal and/or the alphanumeric designation on the license plate in a
83 manner that restricts the license plate from being plainly visible and legible at all
84 times one hundred (100) feet from the rear or front.

85

86 Section 3. Chapter 7, "Beaches, Parks and Recreation", Article II, "Beach Parking",
87 Section 7-22, "Disabled person parking" is hereby amended as follows:

88

89 **Sec. 7-22. - Disabled person parking.**

90 Except for vehicles displaying a valid and proper displayed disabled person parking
91 plate or placard, no vehicle in the municipal beach area shall be parked in those spaces
92 or obstruct those spaces specifically reserved for disabled person parking. A violation of
93 this provision shall be punished by a civil penalty as set by resolution of the city
94 commission.

95 **Section 4.** Chapter 7, "Beaches, Parks and Recreation", Article II, "Beach Parking",
96 Section 7-23, "Enforcement procedure" is hereby amended as follows:

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Sec. 7-23. - Enforcement procedure.

100 Whenever a motor vehicle is deemed to be in violation of this article, the city's law
101 enforcement agency, parking enforcement officer or its designee locating such vehicle
102 shall endeavor to identify the owner thereof, and shall deliver to the violator, or affix to
103 the vehicle, a municipal parking violation describing the same and the civil penalty
104 therefore. The violator shall have ~~ten~~ fifteen (105) calendar days to pay the stated
105 penalty, or to request an appeal hearing for the municipal parking violation issued by the
106 city. In the event the violator does not pay the stated penalty or a signed and completed
107 appeal form is not received by the city within the ~~ten~~ fifteen (105) calendar day period,
108 the civil penalty prescribed for the alleged violation shall double in amount and tender of
109 payment of a lesser amount shall not be accepted. The city must have received the
110 payment or the request for appeal prior to the close of business on the 15th day in order
111 to be in compliance with this section. In those cases where the citation is mailed to the
112 violator, the city's leisure services director, or designee, is authorized to waive the
113 doubling of the civil penalty based upon good cause.

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116 **Section 5.** Chapter 21, "Traffic", Article I, "In General", Section 21-4, "Vehicle
117 licenses" is hereby amended as follows:

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Sec. 21-4. - Vehicle licenses.

121 (a) Every vehicle, at all times while driven, stopped or parked upon any highway,
122 road or street in the city, shall be licensed in the name of the owner thereof in
123 accordance with the laws of Florida unless such vehicle is not required by the
124 laws of Florida to be licensed in this state, and shall, unless otherwise provided
125 by statute, display the license plate or both of the license plates assigned to it by
126 the state, one (1) on the rear; and if two (2), the other on the front of the vehicle,
127 each to be securely fastened to the vehicle outside the main body of the vehicle
128 in such a manner as to prevent the plates from swinging, with all letters,
129 numerals, printing, writing and other identification marks upon the plates clear
130 and distinct and free from defacement, mutilation, grease and other obscuring
131 matter, so that they shall be plainly visible and legible at all times one hundred
132 (100) feet from the rear or front. No license plates other than those furnished by
133 the state shall be used; however, if the vehicle is not required to be licensed in
134 this state, the license plates on such vehicle issued by another state, or by a

135 territory, possession or district of the United States, or a foreign country,
136 substantially complying with the provisions hereof, shall be considered as
137 complying with this section.

138 (b) A violation of this section shall be punished by a civil penalty as set forth in the
139 schedule of fees ~~twenty dollars (\$20.00)~~, unless a lesser penalty is imposed by the
140 court. The enforcement procedure for violations of this section shall be as prescribed
141 by section 21-39 for nonmoving violations.

142
143 **Section 6.** Chapter 21, "Traffic", Article II, "Parking, Stopping and Standing", Section
144 21-33, "Improper and prohibited parking" is hereby amended as follows:

145
146 **Sec. 21-33. - Improper and prohibited parking.**

147
148 It shall be unlawful for any person to stand or park a motor vehicle in the manner
149 hereinafter described, except when necessary to avoid conflict with other traffic or when
150 so directed by a police officer:

- 151 (a) On the roadway side of another vehicle stopped at the edge of a street
152 (double parking);
153 (b) On a sidewalk;
154 (c) In or within twenty (20) feet of a street intersection;
155 (d) Outside a designated parking space, or in two (2) or more spaces;
156 (e) Parallel parking with the wheels more than twelve (12) inches from curb or
157 street edge;
158 (f) Facing against closest traffic flow;
159 (g) In an angle space with back of vehicle to meter or curb;
160 (h) Where signs, street or curb markings prohibit;
161 (i) On a bicycle path;
162 (j) Parking more than two motorcycles, scooters or mopeds in a designated
163 space;

164
165 **Sec. 21-33.1. – Stopping, standing and parking in fire lanes.**

166
167 No person shall stop, stand or park a vehicle within a fire lane which has been
168 designated as such by appropriate pavement markings, sign(s) or other traffic control
169 devices.

170
171 **Sec. 21-33.2. – Parking in alleys.**

172
173 Regardless of the posted signage, no person shall park a vehicle within an alley
174 in such a manner or under such conditions as to leave available less than ten feet of the
175 width of the roadway for the free movement of vehicular traffic, and no person shall
176 stop, stand or park a vehicle within an alley in such position as to block the driveway
177 entrance to any abutting property.

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Sec. 21-33.3. - Parking in all residential land use districts; certain parking prohibited.

181 (a) All vehicles permitted to be parked on any residential premises, as provided in
182 this section, must be primarily operated by a resident of the premises or a guest,
183 or business invitee of the said resident.

184 (b) The following vehicles shall not be parked overnight in any residential land use
185 district:

- 186 (1) Tractor trailers, and semi-trailer trucks;
- 187 (2) Tow trucks, wreckers or flat bed vehicle carriers;
- 188 (3) Commercial buses, school buses, or vans accommodating more than
189 16 passengers;
- 190 (4) Dump trucks;
- 191 (5) Construction equipment and vehicles, whether self-propelled or towed,
192 including farm tractors, backhoes, front-end loaders, cranes, cement
193 mixers, pitch buckets or similar items;
- 194 (6) Step vans and panel trucks, and any vehicle used for the commercial
195 sale of food or beverages;
- 196 (7) More than one taxi, car service vehicle, or limousine, but not including
197 stretch limousines on a single family residential lot;
- 198 (8) Stretch limousines;
- 199 (9) Boom or bucket trucks;
- 200 (10) Swamp buggies and half-tracks;
- 201 (11) Any vehicle that exceeds the roof height of the principal building on the
202 lot or fourteen (14) feet, whichever is less.

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Section 7. Chapter 21, "Traffic", Article II, "Parking, Stopping and Standing", Section 21-37.2, "Disabled parking space violations" is hereby amended as follows:

207 **Sec. 21-37.2. - Disabled parking space violations.**

208 Except for vehicles displaying a valid and proper displayed disabled person parking
209 plate or placard, no vehicle shall be stopped, standing, obstructing or parked in those
210 spaces specifically reserved for disabled person parking. A violation of this provision
211 shall be punished by a civil penalty as set by resolution of the city commission.
212 However, any person who is chauffeuring a disabled person shall be allowed, without
213 need for an identification parking permit, momentary parking in any such parking space
214 for the purpose of loading or unloading a disabled person. No penalty shall be imposed
215 upon the driver for such momentary parking.

216 Section 8. Chapter 21, "Traffic", Article II, "Parking, Stopping and Standing", Section
217 21-39, "Enforcement procedure" is hereby amended as follows:

218

219 **Sec. 21-39. - Enforcement procedure.**

220

221 Whenever a motor vehicle is deemed to be in violation of this article, the city's law
222 enforcement agency, parking enforcement officer or its designee locating such vehicle
223 shall endeavor to identify the owner thereof, and shall deliver to the violator, or affix to
224 the vehicle, a municipal parking violation describing the same and the civil penalty
225 therefore. If the violator drives the vehicle away from or in any manner leaves the site
226 of the violation while the parking enforcement officer, or designee, is preparing the
227 parking citation, or refuses service of the parking citation and drives away from or in any
228 manner leaves the site of the violation, this fact shall be duly noted in the parking
229 system. This shall constitute prima facie evidence that the parking citation was issued
230 and that an attempt at service thereof was made in accordance with the provisions of
231 this article.

232

233 The violator shall have ~~ten~~ fifteen (10~~5~~) calendar days to pay the stated penalty, or
234 to request an appeal hearing for the municipal parking violation issued by the city. In the
235 event the violator does not pay the stated penalty or a signed and completed appeal
236 form is not received by the city within the ~~ten~~ fifteen (10~~5~~) calendar day period, the civil
237 penalty prescribed for the alleged violation shall double in amount and tender of
238 payment of a lesser amount shall not be accepted. The city must have received the
239 payment or the request for appeal prior to the close of business on the 15th day in order
240 to be in compliance with this section. In those cases where the citation is mailed to the
241 violator, the city's leisure services director, or designee, is authorized to waive the
242 doubling of the civil penalty based upon good cause.

243

244 Section 9. Chapter 21, "Traffic", Article II, "Parking, Stopping and Standing", is
245 hereby amended by enacting Section 21-44 as follows:

246

247 **Sec. 21-44. - Administrative review process; voiding of citations; waiver of late**
248 **fees; imposition of administrative fees.**

249

250 The city's leisure services director, or designee, is authorized to dismiss/void a
251 parking citation, impose administrative fees or waive late fees under the following
252 circumstances:

253

254 (a) Defective meters. If a person who has received a parking citation for overtime
255 parking believes the parking meter used to determine the overtime parking violation is
256 defective or malfunctioning, such person shall notify the city's parking administrative
257 office in writing of the alleged defect or malfunction within 72 hours of the time of
258 issuance of the parking citation by completing an on-line form or completing a form at
259 the city's utilities office.

260 1. If the meter is found to be functioning properly, the person who contacted
261 the city shall be notified in writing, email, or phone by the city's parking administrative
262 office, and all fines and penalties shall be due and payable within fifteen (15) calendar
263 days of the date of the notification.

264 2. If the meter is found to be defective or malfunctioning, the person who
265 contacted the city shall be notified in writing, email, or phone by the city's parking
266 administrative office and the parking citation shall be deemed to be invalid and all fines
267 and penalties shall be removed.

268
269 (b) Those circumstances listed in the parking directives of the parking division, in a
270 duly adopted policy or in the Schedule of Fees and Charges for Services allowing the
271 leisure services director, or designee, to void citations and waive late fees.

272
273 (c) An administrative fee may be assessed for voiding parking citations as set forth
274 in the Schedule of Fees and Charges for Services.

275
276 (d) An administrative fee may be assessed when payments are presented in person
277 at the Parking Operations window, if such fee is provided for in the Schedule of Fees
278 and Charges for Services.

279
280 Section 10. Severability. If any section, subsection, sentence, clause, phrase or portion
281 of this Ordinance is for any reason held invalid or unconstitutional by any court of
282 competent jurisdiction, such portion shall be deemed a separate, distinct, and
283 independent provision, and such holding shall not affect the validity of the remaining
284 portions thereof.

285
286 Section 11. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
287 herewith are hereby repealed to the extent of such conflict.

288
289 Section 12. Codification. The sections of the ordinance may be made a part of the City
290 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish
291 such, and the word "ordinance" may be changed to "section", "division", or any other
292 appropriate word.

293
294 Section 13. Effective Date. This Ordinance shall become effective on ten (10) days
295 after passage.

296 The passage of this Ordinance on first reading was moved by Commissioner
297 _____, seconded by Commissioner _____, and upon being put to a vote,
298 the vote was as follows:

299
300 Mayor Pam Triolo _____
301 Vice Mayor Scott Maxwell _____
302 Commissioner Christopher McVoy _____
303 Commissioner Andy Amoroso _____
304 Commissioner Ryan Maier _____

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The Mayor thereupon declared this Ordinance duly passed on first reading on the ___ day of _____, 2016.

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

- Mayor Pam Triolo _____
- Vice Mayor Scott Maxwell _____
- Commissioner Christopher McVoy _____
- Commissioner Andy Amoroso _____
- Commissioner Ryan Maier _____

The Mayor thereupon declared this Ordinance duly passed and enacted on the ___ day of _____, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



AGENDA DATE: May 17, 2016

DEPARTMENT: Human Resources

EXECUTIVE BRIEF

TITLE:

Approval of the Collective Bargaining Agreement between City and the Professional Manager's & Supervisor's Association ("PMSA").

SUMMARY:

The Approval of the Collective Bargaining Agreement with PMSA is for the contract period of October 1, 2015 through September 30, 2018.

BACKGROUND AND JUSTIFICATION:

The most recent collective bargaining agreement expired on September 30, 2015. 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. The parties agree to a 4% increase in pay, retroactive to October 1, 2015. The parties agreed to separately negotiate issues to the Pension Plan. The parties also agreed to reopeners to discuss wages from Fiscal Year 2016-2017 and Fiscal Year 2017-2018.

Attached is the new proposed Collective Bargaining Agreement in both "track changes" and a "clean" final version.

Staff recommends approval and ratification of the Collective Bargaining Agreement with PMSA.

MOTION:

I move to Approve and Ratify/not approve the Collective Bargaining Agreement with PMSA.

ATTACHMENT(S):

1. Collective Bargaining Agreement with PMSA ("Clean" final)
2. Collective Bargaining Agreement with PMSA ("track changes")
3. PMSA Certification of Ratification by Majority Vote of Members (to be distributed)

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015/2016	2016/2017	2017/2018
Capital Expenditures	0	0	0
Operating Expenditures	0	0	0
External Revenues	0	0	0
Program Income	0	0	0
In-kind Match	0	0	0
Net Fiscal Impact	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0

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

Funding for the four (4) percent increase in pay retroactive to October 1, 2015 was provided for in the FY 2015-2016 adopted Budget.

C. Department Fiscal Review: _____

Collective Bargaining Agreement

Between

The City of Lake Worth

And

The Professional Manager's & Supervisor's Association

Expires September 30, 2018

Agreement

This contract is between the City of Lake Worth, hereafter referred to as the City and Professional Manager's & Supervisor's Association, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Association and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

Preamble

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

Scope of Bargaining

The Scope of Collective Bargaining between the City and the Association shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 44 7.403.

Article One – Recognition

Section 1 – Inclusions

- A. The City hereby recognizes the Professional Managers and Supervisors Association (PMSA) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
- B. This Agreement includes the full-time employees in the classifications and positions listed in Appendix A of this Agreement.

Section 2 – Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

Section 3 – New Positions/Classes

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Association will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
- B. When the City establishes a new classification that would be included in the unit, the Association will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
- C. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

Article 2 – Gender Reference

All references in this Agreement to employees shall be construed to include both male and female employees.

Article 3 - Dues Check-off

Section 1 – Deductions

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Association membership dues, , uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Association, in an amount established by the Association and certified in writing by a duly authorized officer of the Association to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Association. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Association shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

Section 2 – Remittance

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Association, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

Section 3 – Termination of Deduction

Deduction for Association dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Association with 30 days written notice of terminating his check-off authorization;

2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

Section 4

The City shall not deduct any Association fines, penalties or special assessments from the pay of any employee.

Article 4 – Non Discrimination

The City and Association each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

Section 1 - Discrimination

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law, where the person is able to perform the essential functions of the job being sought.

- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Policies and Regulations, and all applicable statutes.

Section 2 - -Association Activity

- A. Neither the City nor the Association shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Association.

- B. Claims of Association discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

Article 5 - Association Rights

- A. The Association shall designate one representative as Coordinator for the City of Lake Worth. They shall also designate an Association Representative in each department and one representative for each division, except for those departments which are in one location where there will be one representative.
- B. Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Association, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The principal representative will, under normal circumstances, be granted leave without pay for his attendance at regularly scheduled Association seminars and conventions. If the Association desires, the City will provide administrative leave to the representatives and the Association will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per contract year.
- D. The principal representative shall be granted four (4) hours of administrative leave per month to conduct Association business.
- E. During contract negotiations, the City shall allow up to three (3) Association members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Association's request provide space for membership meetings as space and scheduling permit. The Association will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Association agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Association, including but not limited to the solicitation of membership, grievances and the collection Association monies, shall not be engaged in during working hours. Association representatives and stewards may conduct Association business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be

unreasonable withheld. The City and Association further agree that utilizing City equipment or vehicles for Association business is strictly prohibited except where attendance by Association representatives, during their duty hours, is required and approved by City management.

Article 6 - Employee, Management and Association Communications

Section 1 - Personnel Policies and Procedure

The City will notify the Association in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employee.

Section 2 - Labor Management Communication Meetings

- A. The City and the Association mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Association Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Association. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Association and four (4) representing the City. The Association Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Association and three (3) Association Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Association. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.
- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall

be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Association Chair in securing available meeting space.

Section 3 - Bulletin Boards

- A. The Association shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Association may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Association notices but restricted to:
 - 1. Notices of Association elections and results of such elections
 - 2. Notices of Association recreational or social affairs
 - 3. Notices of Association appointments and other official Association business
 - 4. Notices of Association meetings
 - 5. Association Benefits
 - 6. Association Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violated or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Association's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Association will not be held to thirty (30) days.

Section 4 - Position Classifications

The City will ensure that all position classifications are posted on the Human Resource web page.

Section 5- - Representative Access

- A. The City agrees that accredited representatives of the Association, whether local, state or national Association representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

Article 7 - Employee Rights

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. 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 from time to time) except for Sections 7C(2), 7C(3), 7E, and 17.
- B. An employee is entitled to Association representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Association Coordinator or their designee of the purpose of the meeting and of the right to representation. When a Association Coordinator is absent, the Association Coordinator shall notify the Human Resources Director the name of the designee.
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of his/her current job description upon request. An employee assigned duties which are not reasonably related to his/her job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action taken against him based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.
- H. The Association representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Association representative will be notified of

any proposed changes to job descriptions or new job descriptions for positions covered by collective bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.

- I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.

Article 8 - Management Rights

Section 1

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

Section 2

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Association representative will be notified of any proposed changes; any impact of proposed changes shall be bargained prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employees shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;

- J. Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees;
- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

Section 3

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

Section 4

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

Section 5

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.

Article 9 - Changes in Past Practices/Terms/Conditions of Employment

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

Article 10 - Grievance Procedures

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

Section 1 – Definitions

- A. A “grievance” is defined as a misapplication or misinterpretation of the specific terms of this Agreement.
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Association.
- E. “Association Representative” means any Association designated representative.

Section 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

Section - 3 Association Representation

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not he shall be represented by the Association. When an employee has elected Association representation, both the employee and Association representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association Representative, and any decision mutually agreed to by the City and the Association shall be binding on the employee.
- B. If the employee is not represented by the Association, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Association shall be given reasonable opportunity to be present at any meeting called for the resolution of

such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Association shall furnish to the City a list of the Association Representatives and the City will not recognize a person as an Association Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

Section 4 – Procedures

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Association or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
 - 1. Informal Discussion
 - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
 - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
 - 2. Step 1
 - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form to be supplied by the City, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.

the next step of the grievance procedure within the time provided, the decision made will be final and binding. If an employer representative fails to issue a decision at any step of the grievance procedure within the time provided, the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.

7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Association may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

Article 11 - Personnel Files

Section 1

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

Section 2

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has read the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

Section 3

Upon appropriate request by the employee, he shall be permitted to examine his file. The employee shall be provided a reasonable amount of time during working hours to review his file. The employee's request cannot be unreasonably denied or delayed.

Section 4

The employee shall be permitted to reproduce any material in his file. The City may charge a fee for reproduction in accordance with the applicable law.

Section 5

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.

Section 6

- A. An offense shall be valid for not more than two (2) years from the date of occurrence. Documents relating to offenses which are more than two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense.

- B. An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

Article 12 - Discipline

Section 1

- A. This Article covers actions involving verbal warnings, written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. Discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

Section 2

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Association representation.

Section 3

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
 - 1. **Verbal Warning:** issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
 - 2. **Written Reprimand:** issued by management when a verbal warning has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning is not deemed by management to be sufficiently severe for the offense.
 - 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for

the offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

- 4. Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards. A termination of employment is a permanent separation from employment with the City.
- B. In cases of a verbal warning, the supervisor shall inform the employee that he/she is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Association representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

Section 4

The employee and the Association shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Association if he signs the appropriate waiver.

Article 13 Probationary Employees

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees. Employees who are offered and accept a promotion from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is offered and accepts a position or classification where the employee fails to successfully pass the probationary period, such employee may “bump” back to his or her previous position or other such position for which the employee is qualified in either the PMSA or PEU bargaining unit. When an employee is offered and accepts a position or classification which is subsequently deleted within nine (9) months, the employee may “bump” back into his or her previous position or other such position for which the employee is qualified in either the PMSA or PEU bargaining unit provided that the employee’s seniority time in the grade of the lower position exceeds that of the employee being “bumped”.

Article 14 - Seniority and Layoff

Section 1 - Seniority

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

Section 2 - Loss of Seniority

Employees shall lose seniority for the following:

- 1. Termination for cause ;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

Section 3 - Layoff and Recall

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same 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.
- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further

agrees that provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.

- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Association of its intent to retain critical skilled employee(s). The Association agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.

- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether he shall accept the notice of recall. The laid off employee is responsible for notifying the City of his current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.

Article 15 - Position Changes

Section 1 – Vacancies

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be giving preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.

- B. Employees assigned for more than three (3) weeks (seven (7) consecutive work days or twenty-one (21) consecutive days to a higher classification, including the assumption of additional duties, shall be paid a five percent (5%) hourly premium from the commencement of the assignment. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.

- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions shall receive a five percent (5%) increase in compensation if temporarily appointed to a higher classification for more than three (3) weeks (seven (7) consecutive work days) or twenty-one (21) consecutive days. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

Section 2 – 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 (1) division to another. The employee shall retain the same pay status in the new position that he/she had in the previous position. The transfer shall be only temporary and in cases of emergencies.

- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. 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.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

Section 3 – Demotions

- A. Involuntary demotion of a permanent employee may be initiated by the Department Head when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.
- F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.

Article 16 - Contracting Out

Prior to a final decision being made by the City Commission to contract out, the Association will be provided the opportunity submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

Article 17- Uniform and Uniform Allowance

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.

Article 18 - Replacement of Personal Property

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.

- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Association shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.

Article 19 - Occupational Safety and Health

The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.
- E. Liability and Indemnification.
 - 1. Without waiving any rights under Florida Statutes 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
 - 2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
 - 3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton , willful disregard of human rights,

safety, or property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.

Article 20 – Attendance

Section 1 - Basic Work week

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Association outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

Section 2-Basic Workday

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Association recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document used to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.

Section 3 - Overtime/Compensatory Pay

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.
- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek. However, vacation leave, sick leave, holidays and jury duty will be considered hours worked for the purposes of computing overtime.

1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.
 2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
 3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of birthdays leave, military leave, and funeral leave shall not be considered hours worked for the purpose of computing overtime.
 4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
 5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc, from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
 2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee, but will be compensated at a rate of two dollars (\$2) per hour for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay

begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or its designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.

- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including "on-call" the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee's schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

Section 4 - Callback Compensation

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non-exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.
- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.

- D. Employees "on-call" shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

Section 5 - Differential Pay

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of seventy-five cents (\$.75) per hour for second shift assignment, and one dollar (\$1) per hour for third shift assignment.

Section 6 - Travel Expenses

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period (Appendix B).

Former contract Section 6(B)(5)(9) shall read as follows: An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize his own vehicle, he will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize his/her own vehicle, reimbursement will be in accordance with City Resolution No. 57-2012.

Article 21 – Holidays

Section 1 - Holidays Observed

- A. All bargaining unit employee shall receive the following paid holidays:
1. New Year's Day
 2. Martin Luther King Holiday
 3. President's Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Columbus Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. Friday following Thanksgiving
 11. Christmas Eve
 12. Christmas Day
 13. Employee's Birthday (Employees shall receive a day, eight (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 the purpose of computing overtime, 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 Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year.

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

Section 2 - Eligibility for Holiday Pay

- A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status on the scheduled working day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday holiday within the following twelve (12) months; however, there will be no payout for holidays not taken prior to separation from City service.
- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their day's pay plus eight (8) hours at one and one half (1 ½) times their regular hourly rate.
- D. When a holiday falls on an employee's regular day off, the employee will receive holiday pay. When a holiday falls on a weekend day, the next or prior scheduled work day shall be observed as a holiday for qualified employees as outlined in Subsection A above.

Article 22 - Leave

Section 1 - Annual Leave and Termination Pay

- A. Annual Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of annual leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.
- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or beneficiary at the regularly scheduled rate.
- C. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the Employee forfeiting the hours, up to forty (40), not used during each year.
- D. Vacation Leave Time

PMSA bargaining unit employees shall be entitled to one (1) day additional leave for each year over twenty (20) years of service. After the completion of one (1) year of credible service a permanent employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below:

DAYS OF VACTION LEAVE TIME – 40 hour week

10 days	1 year of service
11 days	2 years of service
12 days	3 years of service
13 days	4 years of service
14 days	5 years of service
15 days	6-8 years of service
16 days	9-11 years of service
17 days	12-14 years of service
18 days	15-19 years of service
20 days	20 or more years of service

- 2. In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the

vacation denial, the employee shall be advised of the City Manager's decision by the supervisor and the employee shall be entitled to take the requested vacation.

3. Only earned vacation leave may be taken.
4. Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.
5. Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.
6. If the observance of an official holiday shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.
7. Accumulated vacation leave may also be used for:
 - a. Absence(s) occasioned by illness or injury of a member of the employee's household.
 - b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
 - c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
 - d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

Section 2 - Sick Leave

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:
 - a. Actual disability arising from illness and/or non-work related injury.
 - b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
 - c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule
3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.
7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may

elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the sick leave bank.

8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.
- C. SICK LEAVE ALLOWANCE - After three (3) months, a new employee shall be eligible to receive two (2) days of 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 (4) more sick days for a total of twelve (12) days for the first year or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.
- D. Unused sick leave shall be accumulated with no maximum limit.
- E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.
- F. Upon pension qualifying (age + years of service) retirement, an employee will be paid for all sick leave up to two hundred (200) hours at fifty percent (50%) of his rate of pay.
 1. Pension qualifying retirement means:
 - a. A participant who retires prior to October 1, 2015, and has:
 - 1) Twenty (20) continuous years of service; or
 - 2) His/Her years of service, when added to his/her 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:
 - 1) Ten (10) or more years of continuous service with the City and sixty-five (65) years of age or older; or
 - 2) Thirty (30) or more years of continuous service with the City and fifty-five (55) years of age or older.
- G. APPROVAL
 1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.

2. Sick leave may be approved for up to three (3) consecutive working days by the Department Head without requiring a physician's certification.
3. A sick leave of more than (3) three consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to his regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.
4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to his regular duties without hazard to the employee or others. If any employee chooses his/her own doctor, it will be at the employee's own expense.

H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department Head or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep Department Head informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

J. PAYMENT

1. Payment shall be made only for the approved 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.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. Charged against allowed, accumulated accredited sick leave shall be in units of one-half ($\frac{1}{2}$) hours. However, in the case where an employee has less than $\frac{1}{2}$ hour in the "Current Sick Leave Account", employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.
5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.
 - a. An employee on leaving the City by retirement shall be paid as in "J – 1" above, for any unused retained sick leave credited; and
 - b. At the death of an employee before retirement, payment as in "J-1" above, for any unused retained sick leave credited, shall be made to the employee's designated pension beneficiary, or in the absence of such designated beneficiary, to the employee's estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

Section 3 - Funeral Leave

An employee, during the period of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, domestic partner's parents, domestic partner's children, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

Section 4 - Court Leave

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The Department Head shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).
- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

Section 5 - Conference Leave

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

Section 6 - Military Leave

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.

- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

Section 7 - Leave Without Pay/Leave of Absence

- A. The City shall provide Family Leave consistent with the applicable law.

- B. General

1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.
2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.
3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
5. A City employee while on authorized leave of absence shall pay all insurance premiums for the employee, if any, and any dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.

- C. REQUEST

1. A written request for leave of absence shall be given to the Department Head by the employee, stating:
 - a. The reason(s) for such request;
 - b. The starting date of such leave;
 - c. The date of return of duty.

2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.
4. Any extension of leave of absence shall be requested in writing as in "C-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

D. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the Department Head at least five (5) working days' notice and have the approval of the Department Head, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department Head and making arrangements satisfactory to the Department Head shall be deemed to have resigned without notice and be terminated from the City.

Section 9 - Association Leave

- A. The Association may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- B. The Association may create a pool of time to be known as the Association Time Pool and each employee shall be allowed to voluntary contribute in minimum units of eight (8) hours, their holiday and vacation time for Association business upon approval of the Association Executive Director or designee. Request for such time off shall be made to the Department Head in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Association) to submit written five

(5) days' notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Association business are to be paid as usual by the City.

1. The Association agrees to pay the City at their base rate.
2. All contributions to the Association Time Pool shall be made twice annually during the months of October and April.

Article 23 - Alcohol and Substance Abuse Policy (New October 1, 2003. Effective upon ratification by parties.)

Refer to attach Memorandum of Understanding between the parties dated April 10, 2007 (attached hereto).

Section 1 - 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 right 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 the law (e. g., safety sensitive personnel).

Section 2 - Alcohol/Substance Abuse Prohibited

All City Employee shall:

- A. Refrain from impairment for duty by use of alcohol and/or a controlled substance;
- B. Not use any controlled substance on or off duty not prescribed for use by a licensed physician;
- C. Not possess prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and
- D. Refrain from using a 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.

Section 3 - Voluntary Assistance Program

On one (1) occasion, 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 Association 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, however, 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 sick leave, vacation time, LWOP, or other leave as authorized by law, 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.

Section 4 - City's Right to Test for Alcohol/Substance Abuse

A. Reasonable Suspicion Drug Testing

1. All City employees are subject to the least intrusive scientifically accepted method to render the result 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.
2. In order for an employee be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the Department head (or designee) must;
 - a. Give the employee and Association written notice (given written notice to the Association shall not delay receipt of drug and/or alcohol testing by the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or you urinalysis; and
 - b. 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).

B. Procedure for Positive Screen

In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Reviewed 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 for the Employment Assistant 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 of 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.

- C. Upon obtaining a waiver of confidentiality from the involved employee an Association representative may accompany an employee to the collection site and follow chain of custody until the sample is sealed and initialed by the collector.

Section 5 - Grieving Reasonable Suspicion

If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

Section 6 - Blood/Urine Tests

- A. In testing for presence of alcohol, the City shall utilize a generally accepted testing procedure which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measurement of .08 or greater is evidence of impairment.
- B. In testing for the presence of a controlled substance, the City shall in the first incident 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 subject 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 the 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.
- C. A reliable state licensed clinical laboratory shall conduct all blood/urine tests.
- D. After the employee signs a waiver/release the appropriate designated Association representative, shall be notified within twenty-four (24) hours that the results of the blood/alcohol test and the second verification sample or finalize.

- E. The City shall keep the results of any testing confidential, except as to disclose to the Department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed hereto the subsequent refutation.

Section 7 – Rehabilitation

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 Employee Assistance Program (EAP) and enter and remain in an alcohol/substance program approved by the City and the Association 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 soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.

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.

If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.

Section 8 - Recurring Alcohol/Substance Abuse

If an employee subsequently test positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.

Section 9 - Discipline Pending Rehabilitation

On one (1) occasion an employee shall not be disciplined pursuant to Section 2 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 (2) 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 24 – Benefits

- A. The City shall furnish HMO health insurance for all employees at no cost to the employee. The City shall also make available a preferred physician (PPO) plan. Any employee choosing 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.
- B. 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.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with City Resolution No. 28 – 91.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Association, not to bargain the substance or impact but to inform the Association of the proposed changes and to solicit input from the Association. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Association representatives shall be appointed by the Association President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.

Article 25 – Evaluations

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Association member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Association to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. Upon the adoption of a uniform and objective evaluation performance and instrument each individual shall be informed of criteria and procedure used in the evaluation process.
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
 - 1. Identify in writing specific deficiencies of the bargaining unit members.
 - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
 - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

Article 26 - Training and Education

- A. **POLICY** - It shall be the City's policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.
- B. **BENEFITS**
1. **Tuition Reimbursement.** The City shall reimburse permanent employees' tuition costs for coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:

Reimbursement Schedule:

Grade A - 100%
Grade B - 75%
Grade C - 60%
 2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.
- C. **ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,200 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement.
- D. **REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.
- E. **APPLICATION** - Employees desiring to participate in the City of Lake Worth Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department Head a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days prior to the close of registration for the course. Department heads will affix their recommendation and forward

the application to the City Manager, who will coordinate the program, if approved and budgeted.

- F. **REIMBURSEMENT** - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.

- G. Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties, i.e., mechanics, spray technicians, etc., shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are directed in writing to obtain an advanced degree which the City pays for and benefits from such education, an accreditation or certification, such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree, accreditation or certification is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director to attend/obtain such degree or accreditation/certification as well as documentation of the degree accreditation and/or certification awarded.

Article 27 – Salaries

Section 1

Effective upon ratification by both parties, all bargaining unit classifications shall receive an increase in base pay of 4%. The 4% increase shall be applied retroactively to October 1, 2015, and such retroactive payment shall be made within 30 calendar days of ratification by both parties.

This agreement shall remain in effect through September 30, 2018, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Association Representatives and ratification of the City official(s) becomes effective.

Section 2

The parties agree to reopen Article 27, Salaries, Section 1, on or before March 1st prior to the start of Fiscal Year 2016/2017. Additionally, at the time the parties meet to negotiate Article 27, Salaries, Section 1, for Fiscal Year 2017/2018, the parties agree to discuss a merit evaluation system and either party may make proposals for negotiation relating to same at that time.

Section 3 Longevity Bonus

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
6 years	\$450
7 years	\$525
8 years	\$600
9 years	\$675
10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975

14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

Article 28 - Savings Clause

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

Article 29 - Effect of Agreement

Section 1

This Agreement shall remain in effect through September 30, 2018, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Association Representatives and ratification of the City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party one hundred eighty (180) days before September 30, 2018. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

Section 2

In addition to the wage-related reopener identified in Article 27, Section 2, either party may reopen one (1) article on or before March 1st prior to the start of Fiscal Year 2016/2017.

Section 3

The agreements contained herein constitute the full and complete agreement between the Association and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

Article 30 - Definition of Terms

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Association – Professional Managers and Supervisors Association, FPD, NUCHHCE.

City - City of Lake Worth, Florida.

City Commission - City Commission of the City of Lake Worth.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Association in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

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

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.

Article 31 – Pension

The Parties agree that the Pension Plan will be discussed and negotiated in good faith after the ratification of the TA'd Collective Bargaining Agreement.

Ratification

The present agreement beginning upon ratification by both parties and ending September 30, 2018, was ratified by the PMSA membership on _____, and by the City Commission on _____.

City of Lake Worth:

Professional Manager's & Supervisor's Association:

By: _____
Mayor of the City of Lake Worth

By: _____
Samuel L. Neimeiser, PMSA
Administrative Organizer and Chief Negotiator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

Attest: _____
City Clerk Pamela J. Lopez

APPENDIX A**PMSA BARGAINING UNIT CLASSIFICATIONS**

<u>Job Title</u>	<u>Job Code</u>
Lifeguard Captain	7540
Community Code Manager	1545
Chief Lifeguard	7545
Customer Service Supervisor	4008
Recreation Program Coordinator	7571
Management Analyst	1396
Accountant II	1140
Grants Analyst	1332
Grounds Maintenance Supervisor	3180
Garage Supervisor	3182
Water Sewer Supervisor	4087
Water Treatment Plant Supervisor	4085
Horticulturalist Technician	3160
Solid Waste Supervisor	3184
Athletic Coordinator	7530
Utility Business Service Manager	4015
Building Maintenance Supervisor	3188
Water Treatment Spec/Chief Op	4080
Parking Division Supervisor	1200
Streets/Stormwater Supervisor	3187
Planning/Preservation Manager	1953
Power Plant Manager	4056

APPENDIX B

Travel Resolution: 57-2012 adopted December 4, 2012

57-2012

RESOLUTION NO. 57-2012 OF THE CITY OF LAKE WORTH, FLORIDA; REPLACING RESOLUTION NO. 41-2007; AMENDING THE TRAVEL PROVISIONS OF THE CITY OF LAKE WORTH TRAVEL POLICY AND PERSONNEL POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth desires to provide an equitable and consistent per diem and travel expense policy throughout the organization for city officers and other authorized persons as defined in section 166.021(9), Florida Statutes; and

WHEREAS, the City of Lake Worth requires sufficient protocols to properly manage travel costs by city officers and other authorized persons when performing travel as authorized by the city; and

WHEREAS, section 166.021(9), Florida Statutes, authorizes the City Commission to develop a per diem and travel expense policy that exempts the city officers and other authorized persons from the specific requirements of section 112.061 Florida Statutes; and,

WHEREAS, the City Commission for the City of Lake Worth finds that an equitable, consistent per diem and travel expense policy for city officers and other authorized persons pursuant to section 166.021(9), Florida Statutes, serves a valid public purpose.

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

Section 1. The City Commission of the City of Lake Worth, Florida hereby replaces Resolution No. 41-2007; the travel provisions contained in Section 12 of the City of Lake Worth Personnel Policy; and, any other inconsistent travel policy of the City with the per diem and travel expense policy set forth herein.

Section 2. The City Commission hereby assigns the responsibility of developing detailed policies and procedures for implementation of this resolution to the City Manager.

Section 3. The City Commission hereby determines that city officers and other authorized persons as defined in section 166.021(9), Florida Statutes, may be reimbursed for the following classes of travel within the following policy parameters:

TRAVEL CLASSES

Class A: Continuous travel of twenty-four hours or more away from the City.

Class B: Continuous travel of less than twenty-four hours that involves an overnight absence from the City.

Class C: Travel for short or day trips where the traveler is not away from the City overnight.

MEAL ALLOWANCE

Based on the following schedule:

Breakfast - When travel period begins before 6:00 a.m. and extends beyond 8:00 a.m.

Lunch - When travel period begins before 12:00 Noon and extends beyond 2:00 p.m.

Dinner - When travel period begins before 6:00 p.m. and extends beyond 8:00 p.m., or when travel occurs during night time hours due to special assignments.

Meal reimbursements amounts shall be as follows:

All Class A and Class B travelers will be given a per diem meal allowance when traveling on official City business up to the amount permitted for meals as follows:

Breakfast	\$ 8.00
Lunch	\$15.00
Dinner	\$20.00

No meal allowance will be given for Class C travel

MILEAGE ALLOWANCE

Mileage allowance at a fixed rate of the then prevailing IRS vehicle reimbursement rate if a personal vehicle is allowed in lieu of a City vehicle in accordance with the City Manager's Travel reimbursement Policy/Procedure.

LODGING AND INCIDENTALS

The traveler will be reimbursed for actual expenses for lodging (at single occupancy rates) as well as travel and incidental expense as described in the City Manager's Travel reimbursement Policy/Procedure.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

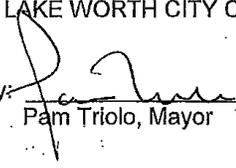
Section 5. This Resolution shall take effect immediately upon its passage.

The passage of this Resolution was moved by Commissioner Amoroso, seconded by Commissioner Szerdi, and upon being put to a vote, the vote was as follows:

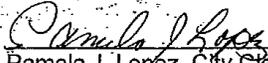
Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	NAY
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

The Mayor thereupon declared this Resolution duly passed and adopted this 4th day of December, 2012.

LAKE WORTH CITY COMMISSION

By: 
Pam Triolo, Mayor

ATTEST:

By: 
Pamela J. Lopez, City Clerk



Collective Bargaining Agreement
Between
The City of Lake Worth
And
The Professional Manager's & Supervisor's Association

[Expires September 30, 2018](#)

[October 1, 2012 – September 30, 2015](#)

Agreement

This contract is between the City of Lake Worth, hereafter referred to as the City and Professional Manager's & Supervisor's Association, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Association and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

Preamble

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

Scope of Bargaining

The Scope of Collective Bargaining between the City and the Association shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 44 7.403.

Article One – Recognition

Section 1 – Inclusions

- A. The City hereby recognizes the Professional Managers and Supervisors Association (PMSA) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
- B. This Agreement includes the full-time employees in the classifications and positions listed in Appendix A of this Agreement.

Section 2 – Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

Section 3 – New Positions/Classes

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Association will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
- B. When the City establishes a new classification that would be included in the unit, the Association will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
- C. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

Article 2 – Gender Reference

All references in this Agreement to employees shall be construed to include both male and female employees.

Article 3 - Dues Check-off

Section 1 – Deductions

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Association membership dues, , uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Association, in an amount established by the Association and certified in writing by a duly authorized officer of the Association to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Association. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Association shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

Section 2 – Remittance

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Association, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

Section 3 – Termination of Deduction

Deduction for Association dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Association with 30 days written notice of terminating his check-off authorization;

2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

Section 4

The City shall not deduct any Association fines, penalties or special assessments from the pay of any employee.

Article 4 – Non Discrimination^[L1]

The City and Association each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ~~or~~ ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

Section 1 - Discrimination

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law~~religious or political beliefs or affiliations, racial or national origin, sex, age, or handicap~~, where the ~~handicapped~~ person ~~is~~are able to perform the essential functions of the jobwork being sought~~they are seeking~~.

- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Policies and Regulations, and all applicable statutes.

Section 2 - -Association Activity

- A. Neither the City nor the Association shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Association.

- B. Claims of Association discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

Article 5 - Association Rights

- A. The Association shall designate one representative as Coordinator for the City of Lake Worth. They shall also designate an Association Representative in each department and one representative for each division, except for those departments which are in one location where there will be one representative.
- B. Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Association, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The principal representative will, under normal circumstances, be granted leave without pay for his attendance at regularly scheduled Association seminars and conventions. If the Association desires, the City will provide administrative leave to the representatives and the Association will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per contract year.
- D. The principal representative shall be granted four (4) hours of administrative leave per month to conduct Association business.
- E. During contract negotiations, the City shall allow up to three (3) Association members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Association's request provide space for membership meetings as space and scheduling permit. The Association will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Association agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Association, including but not limited to the solicitation of membership, grievances and the collection Association monies, shall not be engaged in during working hours. Association representatives and stewards may conduct Association business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be

unreasonable withheld. The City and Association further agree that utilizing City equipment or vehicles for Association business is strictly prohibited except where attendance by Association representatives, during their duty hours, is required and approved by City management.

|

Article 6 - Employee, Management and Association Communications^[L2]

Section 1 - Personnel Policies and Procedure

-The City will notify the Association in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employee.

Section 2 - Labor Management Communication Meetings

- A. The City and the Association mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Association Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. ~~Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.~~ Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Association. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Association and four (4) representing the City. The Association Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Association and three (3) Association Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Association. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.

- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Association Chair in securing available meeting space.

Section 3 - Bulletin Boards

- A. The Association shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Association may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Association notices but restricted to:
 - 1. Notices of Association elections and results of such elections
 - 2. Notices of Association recreational or social affairs
 - 3. Notices of Association appointments and other official Association business
 - 4. Notices of Association meetings
 - 5. Association Benefits
 - 6. Association Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violated or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Association's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Association will not be held to thirty (30) days.

Section 4 - Position Classifications

The City will ensure that all position classifications are posted on the Human Resource web page.

Section 5- - Representative Access

- A. The City agrees that accredited representatives of the Association, whether local, state or national Association representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be

requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

Article 7 - Employee Rights^[L3]

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. 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 from time to time) except for Sections 7C(2), 7C(3), 7E, and 17.
- B. An employee is entitled to Association representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Association Coordinator or their designee of the purpose of the meeting and of his/her the right to representation. When a Association Coordinator is absent, the Association Coordinator shall notify the Human Resources Director the name of the designee.^[L4]
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of his/her current job description upon request. An employee assigned duties which are not reasonably related to his/her job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action taken against him based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.^[L5]
- H. The Association representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Association representative will be notified of

any proposed changes to job descriptions or new job descriptions for positions covered by collective bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.^[L6]

G-I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.^[L7]

Article 8 - Management Rights

Section 1

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

Section 2

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Association representative will be notified of any proposed changes; any impact of proposed changes shall be bargained prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employees shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;

- J. Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees;
- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

Section 3

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

Section 4

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

Section 5

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.

Article 9 - Changes in Past Practices/Terms/Conditions of Employment

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

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Article 10 - Grievance Procedures^[L8]

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

Section 1 – Definitions

- A. A “grievance” is defined as a misapplication or misinterpretation of the specific terms of this Agreement. shall mean a complaint by an employee, in the bargaining unit or the Association that there has been a violation or misinterpretation of any of the provisions of this agreement, City Policy, Regulations or Procedure
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Association.
- E. “Association Representative” means any Association designated representative.

Section 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

Section - 3 Association Representation

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not he shall be represented by the Association. When an employee has elected Association representation, both the employee and Association representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association Representative, and any decision mutually agreed to by the City and the Association shall be binding on the employee.
- B. If the employee is not represented by the Association, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Association

shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Association shall furnish to the City a list of the Association Representatives and the City will not recognize a person as an Association Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

Section 4 – Procedures

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Association or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
 - 1. Informal Discussion
 - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
 - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
 - 2. Step 1
 - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form ~~-(Appendix C)~~ to be supplied by the City, setting

forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.

- b. The Step 1 Department head or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Association Representative, if any, within ten (10) days following the date of the meeting.

3. Step 2

- a. If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the City Manager or his designee within ten (10) days after receipt of the decision at Step 1.
- b. The City Manager or his designee may have a meeting with the Association Representative to discuss the grievance. The City Manager or his designee shall communicate a decision in writing to the employee and to the Association Representative within ten (10) days of the written grievance.

4. Step 3 - Arbitration

- a. If the grievance is not resolved at Step 2, the Executive Director, or his designee, may present a grievance for arbitration to the Federal Mediation and Conciliation Service (FMCS). Such submission shall be within fifteen (15) days of receipt of the Step 2 decision with a copy of such submission to the City within same fifteen (15) days. The Association specifically reserves the exclusive right to take a matter to arbitration on behalf of its members and an employee will not be allowed to proceed to arbitration without the Association unless the Association refuses to represent the grievant solely due to the grievant's lack of membership in the Association.
- b. The parties shall select an arbitrator from the list of names forwarded by the (FMCS). Such selection will be made "striking". A flip of the coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance. The arbitrator's fees and expenses shall be equally borne by the parties. If a verbal transcript of the hearing is made and either party desires a copy of the transcript, that party will bear the expense of the copy or copies. The parties shall share equally in the cost of any transcripts supplied to the arbitrator. The decision of the arbitrator shall be final and binding.

- 5. Mediation - The parties may agree to submit a grievance or number of grievances for mediation. The mediator, with the agreement of the parties, may make a recommended decision.

6. The time limits will be binding unless waived in writing by the parties. If any employee initiates the grievance procedure and fails to appeal any decision under that procedure to the next step of the grievance procedure [within the time provided](#), the decision made will be final and binding. If an employer representative fails to issue a decision at any step of the grievance procedure [within the time provided](#), the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.
7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Association may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

Article 11 - Personnel Files^[L9]

Section 1

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

Section 2

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has read the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

Section 3

Upon appropriate request by the employee, he shall be permitted to examine his file. The employee shall be provided a reasonable amount of time during working hours to review his file. The employee's request cannot be unreasonably denied or delayed.

Section 4

The employee shall be permitted to reproduce any material in his file. The City may charge a fee for reproduction in accordance with the applicable law.

Section 5

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.

Section 6

- A. An offense shall be valid for not more than ~~twenty-four (24) full months~~two (2) years from the date of occurrence. Documents relating to offenses which are more than ~~twenty-four (24) months~~two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense~~be removed from the employee's official personnel folder and placed in an inactive folder to be used only for judicial and administrative agency proceedings and in arbitration cases.~~

- B. ~~An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.~~

Article 12 - Discipline^[L10]

Section 1

- A. This Article covers actions involving verbal ~~or written~~ warnings, ~~verbal or~~ written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. All discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

Section 2

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Association representation.

Section 3

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal ~~or written~~ warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
 1. **Verbal Warning Reprimand:** issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
 2. **Written Reprimand:** issued by management when a verbal ~~reprimand warning~~ has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning reprimand is not deemed by management to be sufficiently severe for the offense.
 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or

when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

4. **Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards ~~subject to appeal~~. A termination of employment is a permanent separation from employment with the City.
- B. In cases of a verbal ~~reprimand~~warning, the supervisor shall inform the employee that he/she is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Association representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances~~appeals~~ have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

Section 4

The employee and the Association shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Association if he signs the appropriate waiver.

Section 5

~~If an FLSA exempt employee is suspended without pay for less than a week, the employee may elect to take leave without pay or work the days of the suspension and have each day of the suspension charged to vacation (annual leave). If the employee elects to utilize the leave option and appeals the suspension, and if such appeal is sustained, the employee shall have all such leave credited back to his leave account and accordingly be made whole~~

Article 13 Probationary Employees^[L11]

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees.

Employees ~~who are offered and accept a promotion~~^{promoted} from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is ~~offered and accepts~~^{promoted to} a position or classification ~~which is subsequently deleted, or where~~ the employee fails to successfully pass the probationary period, such employee may “bump” back to his or her previous position or other such position for which the employee is qualified in either the PMSA or PEU bargaining unit. ~~—When an employee is offered and accepts a position or classification which is subsequently deleted within nine (9) months, the employee may “bump” back into his or her previous position or other such position for which the employee is qualified in either the PMSA or PEU bargaining unit provided that the employee’s seniority time in the grade of the lower position exceeds that of the employee being “bumped”.~~

Article 14 - Seniority and Layoff

Section 1 - Seniority

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

Section 2 - Loss of Seniority

Employees shall lose seniority for the following:

- 1. Termination for cause ;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

Section 3 - Layoff and Recall

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same 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.
- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further

agrees that provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.

- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Association of its intent to retain critical skilled employee(s). The Association agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.

- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether he shall accept the notice of recall. The laid off employee is responsible for notifying the City of his current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.

Article 15 - Position Changes^[L12]

Section 1 – Vacancies

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be giving preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.
- B. Employees assigned for more than three (3) weeks (seven (7) consecutive work days or twenty-one (21) consecutive days to a higher classification, including the assumption of additional duties, shall be paid a five percent (5%) hourly premium from the commencement of the assignment. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.
- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions shall receive a five percent (5%) increase in compensation if temporarily appointed to a higher classification for more than three (3) weeks (seven (7) consecutive work days) or twenty-one (21) consecutive days. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

Section 2 – 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 (1) division to another. The employee shall retain the same pay status in the new position that he/she had in the previous position. The transfer shall be only temporary and in cases of emergencies.

- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. 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.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

Section 3 – Demotions

- A. Involuntary demotion of a permanent employee may be initiated by the Ddepartment Hhead when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid **off**. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.^[L13]
- F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.

Article 16 - Contracting Out

Prior to a final decision being made by the City Commission to contract out, the Association will be provided the opportunity submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

Article 17- Uniform and Uniform Allowance^[L14]

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses ~~such as~~ bars serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.

Article 18 - Replacement of Personal Property

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.

- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Association shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.

Article 19 - Occupational Safety and Health^[L15]

~~Each employee shall be furnished a safe place of employment as defined in the laws of the State of Florida and the United States, specifically Florida Statue 235.06 and the Florida's Workers Compensation Act, Florida Statues 440.56, as amended. The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.~~

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.

D-E. Liability and Indemnification.

1. Without waiving any rights under Florida Statues 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the

City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton , willful disregard of human rights, safety, or property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.

Article 20 – Attendance

Section 1 - Basic Work week

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Association outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

Section 2-Basic Workday

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Association recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document used to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.

Section 3 - Overtime/Compensatory Pay

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.
- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek ~~and these hours will not include sick, vacation or any other non-worked time.~~ However, vacation

leave, sick leave, holidays and jury duty will be considered hours worked for the purposes of computing overtime. [L16]

1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.
 2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
 3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of ~~sick leave, annual vacation leave,~~ birthdays leave, military leave, and funeral leave shall not be considered hours worked for the purpose of computing overtime. [L17]
 4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
 5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc, from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
 2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee, but will be compensated at a rate of two dollars (\$2) per hour

for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or is designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.

- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including "on-call" the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee's schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

Section 4 - Callback Compensation

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non—exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.

- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.
- D. Employees "on-call" shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

Section 5 - Differential Pay

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of seventy-five cents (\$.75) per hour for second shift assignment, and one dollar (\$1) per hour for third shift assignment.

Section 6 - Travel Expenses

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period (Appendix B).

Former contract Section 6(B)(5)(9) shall read as follows: An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize his own vehicle, he will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize his/her own vehicle, reimbursement will be in accordance with City Resolution No. 57-2012.

Article 21 – Holidays

Section 1 - Holidays Observed^[L18]

A. All bargaining unit employee shall receive the following paid holidays:

1. New Year's Day

2. Martin Luther King Holiday

3. President's Day

34. Memorial Day

54. Independence Day

65. Labor Day

7. Columbus Day

68. Veteran's Day

79. Thanksgiving Day

810. Friday following Thanksgiving

119. Christmas Eve

1012. Christmas Day

1113. Employee's Birthday (Employees shall receive a day, eight (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 the purpose of computing overtime, 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 Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year.

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

Section 2 - Eligibility for Holiday Pay

- A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status on the scheduled working day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday holiday within the following twelve (12) months; however, there will be no payout for holidays not taken prior to separation from City service.
- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their day's pay plus eight (8) hours at one and one half (1 ½) times their regular hourly rate.
- D. When a holiday falls on an employee's regular day off, the employee will receive holiday pay. When a holiday falls on a weekend day, the next or prior scheduled work day shall be observed as a holiday for qualified employees as outlined in Subsection A above.

Article 22 - Leave [L19]

Section 1 - Annual Leave and Termination Pay

- A. Annual Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of annual leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.
- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or ~~his~~ beneficiary at ~~his~~ the regularly scheduled rate.
- C. ~~Up to the number of annual leave hours earned may be carried over from one (1) year to the next. Upon the approval of the City Manager, additional leave may be carried over if the employee was unable to utilize such leave due to mandatory service to the City. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the Employee forfeiting the hours, up to forty (40), not used during each year.~~
- D. Vacation Leave Time

PMSA bargaining unit employees shall be entitled to one (1) day additional leave for each year over twenty (20) years of service. After the completion of one (1) year of credible service a permanent employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below:

DAYS OF VACTION LEAVE TIME – 40 hour week

10 days	1 year of service
11 days	2 years of service
12 days	3 years of service
13 days	4 years of service
14 days	5 years of service
15 days	6-8 years of service
16 days	9-11 years of service
17 days	12-14 years of service
18 days	15-19 years of service
20 days	20 or more years of service

~~2. Once an employee has reached his vacation cap of 160 hours, the employee must take his vacation leave within the year following its accrual. If an employee fails to take his~~

~~vacation within the year following its accrual, the employee shall not be entitled to a cash reimbursement for the unused vacation time and the unused vacation time shall not accrue if the employee has reached his cap.~~

~~3. In the event the employee requests vacation leave and the employee is unable to utilize such leave due to mandatory service to the City, the employee will only be paid for the number of vacation days that he requested. The City will only pay an employee for his requested vacation time, which exceeds the employee's cap, where there is written documentation that the employee requested vacation time. Additionally, there must be written documentation from the employee's supervisor which denies the vacation request and explains why the request was denied.~~

42. In circumstances where ~~an employee is above their leave cap and~~ a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the City Manager's decision by ~~his~~ the supervisor and the employee shall be entitled to take the requested vacation. ~~If the City Manager determines that the reason(s) for denying the vacation request are justified, the employee will be paid for the number of vacation day(s) he requested and which exceed the employee's cap.~~

~~5. The language used in paragraph 2-4 above is not intended to require employees that have vacation day caps exceeding one hundred sixty (160) hours, to take vacation days in order to lower his/her cap to one hundred sixty (160) hours. This provision is intended only to prevent payment of unused vacation time that exceeds particular employee's cap, whether the employee's cap is one hundred sixty (160) hours or greater.~~

~~6. Employees experiencing financial hardship may submit a written request to the City Manager for sole discretion and approval to sell accumulated vacation time. Such a request must contain a detailed explanation of the financial hardship. All requests shall be subject to the City Manager's approval and shall be strictly limited to one (1) per fiscal year.~~

73. Only earned vacation leave may be taken.

84. Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.

~~95.~~ Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.

~~106.~~ If the observance of an official holiday, ~~as covered in Section 18 of City Resolution No. 28-91,~~ shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.

~~117.~~ Accumulated vacation leave may also be used for:

- a. Absence(s) occasioned by illness or injury of a member of the employee's household.
- b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
- c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
- d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

~~12. Vacation leave shall be charged in units of one-half (1/2) hour for absences as covered in this Section.~~

Section 2 - Sick Leave

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:

- a. Actual disability arising from illness and/or non-work related injury.
- b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
- c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to

and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.

2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule
 3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
 4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
 5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
 6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.
 7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the sick leave bank.
 8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.
- C. SICK LEAVE ALLOWANCE - After three (3) months, a new employee shall be eligible to receive two (2) days of 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 (4) more sick days for a total of twelve (12) days for

the first year or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.

- D. Unused sick leave shall be accumulated with no maximum limit.
- E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.
- F. Upon pension qualifying (age + years of service) retirement, an employee will be paid for all sick leave up to two hundred (200) hours at fifty percent (50%) of his rate of pay.
 - 1. Pension qualifying retirement means:
 - a. A participant who retires prior to October 1, 2015, and has:
 - 1) Twenty (20) continuous years of service; or
 - 2) His/Her years of service, when added to his/her 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:
 - 1) Ten (10) or more years of continuous service with the City and sixty-five (65) years of age or older; or
 - 2) Thirty (30) or more years of continuous service with the City and fifty-five (55) years of age or older.

G. APPROVAL

- 1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.
- 2. Sick leave may be approved for up to three (3) consecutive working days by the Department [Head](#) without requiring a physician's certification.
- 3. A sick leave of more than (3) three consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to his regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.

4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to his regular duties without hazard to the employee or others. If any employee chooses his/her own doctor, it will be at the employee's own expense.

H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department [Head](#) or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep Department [Head](#) informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

J. PAYMENT

1. Payment shall be made only for the approved 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.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.

3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. Charged against allowed, accumulated accredited sick leave shall be in units of one-half (½) hours. However, in the case where an employee has less than ½ hour in the “Current Sick Leave Account”, employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.
5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.
 - a. An employee on leaving the City by retirement shall be paid as in “J – 1” above, for any unused retained sick leave credited; and
 - b. At the death of an employee before retirement, payment as in “J-1” above, for any unused retained sick leave credited, shall be made to the employee’s designated pension beneficiary, or in the absence of such designated beneficiary, to the employee’s estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

Section 3 - Funeral Leave^[L20]

An employee, during the period of stress caused by the death of an employee’s wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, domestic partner’s parents, domestic partner’s children, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

Section 4 - Court Leave

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The ~~eD~~epartment ~~hH~~ead shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).
- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

Section 5 - Conference Leave

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

Section 6 - Military Leave

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.
- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

Section 7 - Leave Without Pay/Leave of Absence

~~A. The City may grant an employee up to one (1) year leave without pay for the purpose of higher education or technical training.~~

- BA. The City shall provide Family Leave consistent with the applicable law.

[CB](#). General

1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.
2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.
3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
5. A City employee while on authorized leave of absence shall pay all insurance premiums for [the employee, if any, and any](#) dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.

[DC](#). REQUEST

1. A written request for leave of absence shall be given to the Department [H](#)ead by the employee, stating:
 - a. The reason(s) for such request;
 - b. The starting date of such leave;
 - c. The [D](#)ate of return of duty.
2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.

4. Any extension of leave of absence shall be requested in writing as in “BC-1” above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

ED. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the dDepartment hHead at least five (5) working days’ notice and have the approval of the Department hHead, unless the Department hHead, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department hHead and making arrangements satisfactory to the Department hHead shall be deemed to have resigned without notice and be terminated from the City.

Section 9 - Association Leave

- A. The Association may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- B. The Association may create a pool of time to be known as the Association Time Pool and each employee shall be allowed to voluntary contribute in minimum units of eight (8) hours, their holiday and vacation time for Association business upon approval of the Association Executive Director or designee. Request for such time off shall be made to the dDepartment hHead in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Association) to submit written five (5) days’ notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Association business are to be paid as usual by the City.
 1. The Association agrees to pay the City at their base rate.
 2. All contributions to the Association Time Pool shall be made twice annually during the months of October and April.

Article 23 - Alcohol and Substance Abuse Policy (New October 1, 2003. Effective upon ratification by parties.)

Refer to attach Memorandum of Understanding between the parties dated April 10, 2007 (attached hereto).

Section 1 - 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 right 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 the law (e. g., safety sensitive personnel).

Section 2 - Alcohol/Substance Abuse Prohibited

All City Employee shall:

- A. Refrain from impairment for duty by use of alcohol and/or a controlled substance;
- B. Not use any controlled substance on or off duty not prescribed for use by a licensed physician;
- C. Not possess prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and
- D. Refrain from using a 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.

Section 3 - Voluntary Assistance Program

On one (1) occasion, 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 Association 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, however, 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 sick leave, vacation time, LWOP, or other leave as authorized by law, 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.

Section 4 - City's Right to Test for Alcohol/Substance Abuse

A. Reasonable Suspicion Drug Testing

1. All City employees are subject to the least intrusive scientifically accepted method to render the result 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.
2. In order for an employee be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the Department head (or designee) must;
 - a. Give the employee and Association written notice (given written notice to the Association shall not delay receipt of drug and/or alcohol testing by the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or you urinalysis; and
 - b. 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).

B. Procedure for Positive Screen

In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Reviewed 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 for the Employment Assistant 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 of 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.

- C. Upon obtaining a waiver of confidentiality from the involved employee an Association representative may accompany an employee to the collection site and follow chain of custody until the sample is sealed and initialed by the collector.

Section 5 - Grieving Reasonable Suspicion

If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

Section 6 - Blood/Urine Tests

- A. In testing for presence of alcohol, the City shall utilize a generally accepted testing procedure which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measurement of .08 or greater is evidence of impairment.
- B. In testing for the presence of a controlled substance, the City shall in the first incident 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 subject 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 the 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.
- C. A reliable state licensed clinical laboratory shall conduct all blood/urine tests.
- D. After the employee signs a waiver/release the appropriate designated Association representative, shall be notified within twenty-four (24) hours that the results of the blood/alcohol test and the second verification sample or finalize.

- E. The City shall keep the results of any testing confidential, except as to disclose to the Department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed hereto the subsequent refutation.

Section 7 – Rehabilitation

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 Employee Assistance Program (EAP) and enter and remain in an alcohol/substance program approved by the City and the Association 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 soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.

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.

If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.

Section 8 - Recurring Alcohol/Substance Abuse

If an employee subsequently test positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.

Section 9 - Discipline Pending Rehabilitation

On one (1) occasion an employee shall not be disciplined pursuant to Section 2 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 (2) 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 24 – Benefits^[L21]

- A. The City shall furnish HMO health insurance for all employees at no cost to the employee. The City shall also make available a preferred physician (PPO) plan. Any employee choosing 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-will pay the difference between the HMO single rate and the PPO plan.
- B. ~~The City shall pay \$216.34 of the cost of the family coverage~~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.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with City Resolution No. 28 – 91.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Association, not to bargain the substance or impact but to inform the Association of the proposed changes and to solicit input from the Association. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Association representatives shall be appointed by the Association President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.

Article 25 – Evaluations^[L22]

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Association member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Association to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. Upon the adoption of a uniform and objective evaluation performance and instrument each individual shall be informed of criteria and procedure used in the evaluation process. ~~Newly hired employee shall have the instrument described at their orientation meeting or within ten (10) days of hire.~~
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
 - 1. Identify in writing specific deficiencies of the bargaining unit members.
 - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
 - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

Article 26 - Training and Education [L23]

A. POLICY - It shall be the City's policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.

B. BENEFITS

1. Tuition Reimbursement. ~~The City shall reimburse permanent employees' tuition costs for approved~~ coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:

Reimbursement Schedule:

Grade A - 100%

Grade B - 75%

Grade C - 60%

2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.

C. **ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,200 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement. ~~Said reimbursement will be made from the incentive fund as is established by resolution and subject to availability funding.~~

D. **REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.

E. **APPLICATION** - Employees desiring to participate in the City of Lake Worth Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department ~~H~~ead a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days ~~following prior to~~ the close of registration for the course. Department heads will affix their recommendation

and forward the application to the City Manager, who will coordinate the program, if approved and budgeted.

F. REIMBURSEMENT - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.

G. Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties, i.e., mechanics, spray ~~text~~technicians, etc., shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are encouraged directed in writing to attend courses which culminate in a obtain an advanced degree which the City pays for and benefits from such education, training and/or an accreditation or certification, such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree, accreditation or certification is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director to attend/obtain such degree or accreditation/certification as well as documentation of the degree, passing grade of courses, accreditation and/or certification awarded.

Article 27 – Salaries^[L24]

~~The City and Association agree there will be no salary adjustments upon ratification of the Agreement.~~

Section 1

Effective upon ratification by both parties, all bargaining unit classifications shall receive an increase in base pay of 4%. The 4% increase shall be applied retroactively to October 1, 2015, and such retroactive payment shall be made within 30 calendar days of ratification by both parties.

This agreement shall remain in effect through September 30, ~~2018~~~~2017~~~~2015~~, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by ~~an official resolution of~~ the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ~~signed~~~~ratified~~ by the appropriate Association Representatives and ratification of the City official(s) becomes effective.

Section 2

The parties agree to reopen Article 27, Salaries, Section 1, on or before March 1st prior to the start of Fiscal Year 2016/2017 and 2017/2018. Each party to this Agreement may re-open three (3) economic articles and one (1) non-economic articles each year by providing written notice to the other on or before April 1 of each year, specifically identifying the articles to be re-opened. The parties shall be prohibited from discussing articles not specifically identified. Negotiations shall commence within thirty (30) days of receipt of such notification. Additionally, at the time the parties meet to negotiate Article 27, Salaries, Section 1, for Fiscal Year 2017/2018, the parties agree to discuss a merit evaluation system and either party may make proposals for negotiation relating to same at that time.

Section 3 Longevity Bonus

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
6 years	\$450
7 years	\$525
8 years	\$600

9 years	\$675
10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975
14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

Article 28 - Savings Clause

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

|

Article 29 - Effect of Agreement^[L25]

Section 1

This Agreement shall remain in effect through September 30, ~~2018~~~~2017~~~~2015~~, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by ~~an official resolution of~~ the City Commission ~~ratifying the Agreement~~ and execution of the Agreement by the City. The Agreement, upon being ~~signed~~ ~~ratified~~ by the appropriate Association Representatives and ~~ratification of the~~ City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party ~~one hundred eighty (180)~~~~ninety (90)~~ days before September 30, ~~2018~~~~2017~~~~2015~~. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

Section 2

~~In addition to the wage-related reopener identified in Article 27, Section 2, either party may reopen one (1) article on or before March 1st prior to the start of Fiscal Year 2016/2017. Each party to this Agreement may re-open three (3) economic articles and one (1) non-economic articles each year by providing written notice to the other on or before April 1 of each year, specifically identifying the articles to be re-opened. The parties shall be prohibited from discussing articles not specifically identified. Negotiations shall commence within thirty (30) days of receipt of such notification.~~

Section 3

The agreements contained herein constitute the full and complete agreement between the Association and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

Article 30 - Definition of Terms^[L26]

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Association – Professional Managers and Supervisors Association, FPD, NUCHHCE.

City - City of Lake Worth, Florida.

City Commission - City Commission of the City of Lake Worth.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Association in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

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

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.

Article 31 – Pension^[L27]

The Parties agree that the Pension Plan will be discussed and negotiated in good faith after the ratification of the TA'd Collective Bargaining Agreement.

Ratification

The present ~~three-year~~ agreement beginning upon ratification by both parties~~October 1, 2012~~ and ending September 30, ~~2018~~~~2017~~~~2015~~, was ratified by the PMSA membership on _____ April 4, 2013, and by the City Commission on _____ May 21, 2013.

City of Lake Worth:

Professional Manager's & Supervisor's Association:

By: _____
Mayor of the City of Lake Worth

By: _____
Samuel L. Neimeiser, PMSA
Administrative Organizer and Chief Negotiator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

Attest: _____
City Clerk Pamela J. Lopez

APPENDIX A

PMSA BARGAINING UNIT CLASSIFICATIONS

<u>Job Title</u>	<u>Job Code</u>
Lifeguard Captain	7540
Community Code Manager	1545
Chief Lifeguard	7545
Customer Service Supervisor	4008
Recreation Program Coordinator	7571
Management Analyst	1396
Accountant II	1140
Grants Analyst	1332
Grounds Maintenance Supervisor	3180
Garage Supervisor	3182
Water Sewer Supervisor	4087
Water Treatment Plant Supervisor	4085
Horticulturalist Technician	3160
Solid Waste Supervisor	3184
Athletic Coordinator	7530
Utility Business Service Manager	4015
Building Maintenance Supervisor	3188
Water Treatment Spec/Chief Op	4080
Parking Division Supervisor	1200
Streets/Stormwater Supervisor	3187
Planning/Preservation Manager	1953
Power Plant Manager	4056

APPENDIX B

Travel Resolution: 57-2012 adopted December 4, 2012

57-2012

RESOLUTION NO. 57-2012 OF THE CITY OF LAKE WORTH, FLORIDA; REPLACING RESOLUTION NO. 41-2007; AMENDING THE TRAVEL PROVISIONS OF THE CITY OF LAKE WORTH TRAVEL POLICY AND PERSONNEL POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth desires to provide an equitable and consistent per diem and travel expense policy throughout the organization for city officers and other authorized persons as defined in section 166.021(9), Florida Statutes; and

WHEREAS, the City of Lake Worth requires sufficient protocols to properly manage travel costs by city officers and other authorized persons when performing travel as authorized by the city; and

WHEREAS, section 166.021(9), Florida Statutes, authorizes the City Commission to develop a per diem and travel expense policy that exempts the city officers and other authorized persons from the specific requirements of section 112.061 Florida Statutes; and,

WHEREAS, the City Commission for the City of Lake Worth finds that an equitable, consistent per diem and travel expense policy for city officers and other authorized persons pursuant to section 166.021(9), Florida Statutes, serves a valid public purpose.

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

Section 1. The City Commission of the City of Lake Worth, Florida hereby replaces Resolution No. 41-2007; the travel provisions contained in Section 12 of the City of Lake Worth Personnel Policy; and, any other inconsistent travel policy of the City with the per diem and travel expense policy set forth herein.

Section 2. The City Commission hereby assigns the responsibility of developing detailed policies and procedures for implementation of this resolution to the City Manager.

Section 3. The City Commission hereby determines that city officers and other authorized persons as defined in section 166.021(9), Florida Statutes, may be reimbursed for the following classes of travel within the following policy parameters:

TRAVEL CLASSES

Class A: Continuous travel of twenty-four hours or more away from the City.

Class B: Continuous travel of less than twenty-four hours that involves an overnight absence from the City.

Class C: Travel for short or day trips where the traveler is not away from the City overnight.

MEAL ALLOWANCE

Based on the following schedule:

Breakfast - When travel period begins before 6:00 a.m. and extends beyond 8:00 a.m.

Lunch - When travel period begins before 12:00 Noon and extends beyond 2:00 p.m.

Dinner - When travel period begins before 6:00 p.m. and extends beyond 8:00 p.m., or when travel occurs during night time hours due to special assignments.

Meal reimbursements amounts shall be as follows:

All Class A and Class B travelers will be given a per diem meal allowance when traveling on official City business up to the amount permitted for meals as follows:

Breakfast	\$ 8.00
Lunch	\$15.00
Dinner	\$20.00

No meal allowance will be given for Class C travel

MILEAGE ALLOWANCE

Mileage allowance at a fixed rate of the then prevailing IRS vehicle reimbursement rate if a personal vehicle is allowed in lieu of a City vehicle in accordance with the City Manager's Travel reimbursement Policy/Procedure.

LODGING AND INCIDENTALS

The traveler will be reimbursed for actual expenses for lodging (at single occupancy rates) as well as travel and incidental expense as described in the City Manager's Travel reimbursement Policy/Procedure.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

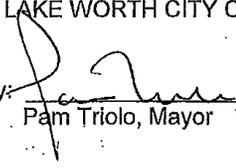
Section 5. This Resolution shall take effect immediately upon its passage.

The passage of this Resolution was moved by Commissioner Amoroso, seconded by Commissioner Szerdi, and upon being put to a vote, the vote was as follows:

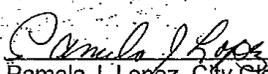
Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	NAY
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

The Mayor thereupon declared this Resolution duly passed and adopted this 4th day of December, 2012.

LAKE WORTH CITY COMMISSION

By: 
Pam Triolo, Mayor

ATTEST:

By: 
Pamela J. Lopez, City Clerk



APPENDIX C

Pension MOU

MEMORANDUM OF UNDERSTANDING
By and between
The City of Lake Worth, Florida
And
The Lake Worth Public Employees Association

~~There shall be a member of the Association present to receive pension information when the Pension Consultants present their findings and recommendations to the City. The City requests that the Association representative be a full-time, permanent employee in PEU or PMSA.~~

FOR THE CITY: _____ FOR THE ASSOCIATION:

Date _____ Date

APPENDIX D

Healthcare MOU

MEMORANDUM OF UNDERSTANDING

By and between

The City of Lake Worth, Florida

And

The Lake Worth Public Employees Association

The City agrees to invite a member of the Association to be present in meetings to discuss various Health and Dental options available each year of the agreement. The City requests the participating Association representative be enrolled in the City of Lake Worth Health Plans.

FOR THE CITY: _____ FOR THE ASSOCIATION: _____

Date _____ Date _____



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: May 17, 2016 Regular Meeting

DEPARTMENT: Human Resources

EXECUTIVE BRIEF

TITLE:

Approval of the Collective Bargaining Agreement between City and the Public Employees Union (“PEU”).

SUMMARY:

The Approval of the Collective Bargaining Agreement with the PEU is for the contract period October 1, 2015 through September 30, 2018.

BACKGROUND AND JUSTIFICATION:

The most recent collective bargaining agreement expired on September 30, 2015. 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. The parties agree to a 4% increase in pay, retroactive to October 1, 2015. The parties agreed to separately negotiate issues to the Pension Plan. The parties also agreed to reopeners to discuss wages from Fiscal Year 2016-2017 and Fiscal Year 2017-2018.

Attached is the new proposed Collective Bargaining Agreement in both “track changes” and a “clean” final version.

Staff recommends approval and ratification of the Collective Bargaining Agreement with PEU.

MOTION:

I move to approve and ratify/not approve the Collective Bargaining Agreement with PEU.

ATTACHMENT(S):

1. Collective Bargaining Agreement with PEU (“Clean” final)
2. Collective Bargaining Agreement with PEU (“track changes)
3. PEU Certification of Ratification by Majority Vote of Members (to be distributed)

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015/2016	2016/2017	2017/2018
Capital Expenditures	0	0	0
Operating Expenditures	0	0	0
External Revenues	0	0	0
Program Income	0	0	0
In-kind Match	0	0	0
Net Fiscal Impact	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0

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

Funding for the four (4) percent increase in pay retroactive to October 1, 2015 was provided for in the FY 2015-2016 adopted Budget.

C. Department Fiscal Review: _____

Collective Bargaining Agreement
Between
The City of Lake Worth
And
The Lake Worth Public Employees Union

Expires September 30, 2018

Agreement

This contract is between the City of Lake Worth, hereafter referred to as the City and Public Employees Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Union and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

Preamble

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

Scope of Bargaining

The Scope of Collective Bargaining between the City and the Union shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 44 7.403.

Article One – Recognition

Section 1 – Inclusions

- A. The City hereby recognizes the Public Employees Union (PEU) FPD/NUHHCE as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
- B. This Agreement includes the full-time employees in the classifications and positions listed in Appendix A of this Agreement.

Section 2 – Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

Section 3 – New Positions/Classes

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
- B. When the City establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
- C. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

Article 2 – Gender Reference

All references in this Agreement to employees shall be construed to include both male and female employees.

Article 3 - Dues Check-off

Section 1 – Deductions

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Union membership dues, , uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Union. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Union shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

Section 2 – Remittance

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

Section 3 – Termination of Deduction

Deduction for Union dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Union with 30 days written notice of terminating his check-off authorization;

2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

Section 4

The City shall not deduct any Union fines, penalties or special assessments from the pay of any employee.

Article 4 – Non Discrimination

The City and Union each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

Section 1 - Discrimination

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law, where the person is able to perform the essential functions of the job being sought.

- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Policies and Regulations, and all applicable statutes.

Section 2 - -Union Activity

- A. Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union.

- B. Claims of Union discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

Article 5 - Union Rights

- A. The Union shall designate one representative as Coordinator for the City of Lake Worth. They shall also designate an Union Representative in each department and one representative for each division, except for those departments which are in one location where there will be one representative.
- B. Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Union, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The principal representative will, under normal circumstances, be granted leave without pay for his attendance at regularly scheduled Union seminars and conventions. If the Union desires, the City will provide administrative leave to the representatives and the Union will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per contract year.
- D. The principal representative shall be granted four (4) hours of administrative leave per month to conduct Union business.
- E. During contract negotiations, the City shall allow up to three (3) Union members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Union's request provide space for membership meetings as space and scheduling permit. The Union will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Union agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection Union monies, shall not be engaged in during working hours. Union representatives and stewards may conduct Union business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be unreasonable

withheld. The City and Union further agree that utilizing City equipment or vehicles for Union business is strictly prohibited except where attendance by Union representatives, during their duty hours, is required and approved by City management.

Article 6 - Employee, Management and Union Communications

Section 1 - Personnel Policies and Procedure

The City will notify the Union in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employee.

Section 2 - Labor Management Communication Meetings

- A. The City and the Union mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Union Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Union. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Union and four (4) representing the City. The Union Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Union and three (3) Union Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.
- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall

be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Union Chair in securing available meeting space.

Section 3 - Bulletin Boards

- A. The Union shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Union notices but restricted to:
 - 1. Notices of Union elections and results of such elections
 - 2. Notices of Union recreational or social affairs
 - 3. Notices of Union appointments and other official Union business
 - 4. Notices of Union meetings
 - 5. Union Benefits
 - 6. Union Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violated or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Union's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Union will not be held to thirty (30) days.

Section 4 - Position Classifications

The City will ensure that all position classifications are posted on the Human Resource web page.

Section 5- - Representative Access

- A. The City agrees that accredited representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

Article 7 - Employee Rights

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. 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 from time to time) except for Sections 7C(2), 7C(3), 7E, and 17.
- B. An employee is entitled to Union representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Union Coordinator or their designee of the purpose of the meeting and of the right to representation. When a Union Coordinator is absent, the Union Coordinator shall notify the Human Resources Director the name of the designee.
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of his/her current job description upon request.. An employee assigned duties which are not reasonably related to his/her job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action taken against him based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.
- H. The Union representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Union representative will be notified of any proposed

changes to job descriptions or new job descriptions for positions covered by collective bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.

- I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.

Article 8 - Management Rights

Section 1

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

Section 2

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Union representative will be notified of any proposed changes; any impact of proposed changes shall be bargain prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employee shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;

- J. Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees;
- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

Section 3

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

Section 4

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

Section 5

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.

Article 9 - Changes in Past Practices/Terms/Conditions of Employment

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

Article 10 - Grievance Procedures

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

Section 1 – Definitions

- A. A “grievance” is defined as a misapplication or misinterpretation of the specific terms of this Agreement.
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Union.
- E. “Union Representative” means any Union designated representative.

Section 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

Section - 3 Union Representation

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not he shall be represented by the Union. When an employee has elected Union representation, both the employee and Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union Representative, and any decision mutually agreed to by the City and the Union shall be binding on the employee.
- B. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such

grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Union shall furnish to the City a list of the Union Representatives and the City will not recognize a person as an Union Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

Section 4 – Procedures

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Union or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
 - 1. Informal Discussion
 - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
 - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
 - 2. Step 1
 - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form to be supplied by the City, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.

the next step of the grievance procedure within the time provided, the decision made will be final and binding. If an employer representative fails to issue a decision at any step of the grievance procedure within the time provided, the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.

7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Union may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

Article 11 - Personnel Files

Section 1

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

Section 2

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has read the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

Section 3

Upon appropriate request by the employee, he shall be permitted to examine his file. The employee shall be provided a reasonable amount of time during working hours to review his file. The employee's request cannot be unreasonably denied or delayed.

Section 4

The employee shall be permitted to reproduce any material in his file. The City may charge a fee for reproduction in accordance with the applicable law.

Section 5

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.

Section 6

- A. An offense shall be valid for not more than two (2) years from the date of occurrence. Documents relating to offenses which are more than two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense.

- B. An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

Article 12 - Discipline

Section 1

- A. This Article covers actions involving verbal warnings, written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. Discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

Section 2

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Union representation.

Section 3

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
 - 1. **Verbal Warning:** issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
 - 2. **Written Reprimand:** issued by management when a verbal warning has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning is not deemed by management to be sufficiently severe for the offense.
 - 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for

the offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

4. **Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards. A termination of employment is a permanent separation from employment with the City.
- B. In cases of a verbal warning, the supervisor shall inform the employee that he/she is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Union representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

Section 4

The employee and the Union shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Union if he signs the appropriate waiver.

Article 13 - Probationary Employees

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees. Employees who are offered and accept a promotion from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is offered and accepts a position or classification within PEU which is subsequently deleted, or the employee fails to successfully pass the probationary period, such employee may “bump” back to his or her previous position or other such position for which the employee is qualified in the PEU bargaining unit.

The PEU bargaining unit specifically agrees that employees who are promoted into a management or supervisory position within PMSA who exercise any “bumping” as described in the collective bargaining agreement between PMSA and the City shall be entitled to bump PEU members.

Article 14 - Seniority and Layoff

Section 1 - Seniority

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

Section 2 - Loss of Seniority

Employees shall lose seniority for the following:

- 1. Termination for cause ;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

Section 3 - Layoff and Recall

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same 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.
- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further

agrees that provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.

- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Union of its intent to retain critical skilled employee(s). The Union agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.

- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether he shall accept the notice of recall. The laid off employee is responsible for notifying the City of his current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.

Article 15 - Position Changes

Section 1 – Vacancies

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be giving preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.

- B. Employees assigned for more than three (3) weeks (seven (7) consecutive work days or twenty-one (21) consecutive days to a higher classification, including the assumption of additional duties, shall be paid a five percent (5%) hourly premium from the commencement of the assignment. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.

- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions shall receive a five percent (5%) increase in compensation if temporarily appointed to a higher classification for more than three (3) weeks (seven (7) consecutive work days) or twenty-one (21) consecutive days. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

Section 2 – 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 (1) division to another. The employee shall retain the same pay status in the new position that he/she had in the previous position. The transfer shall be only temporary and in cases of emergencies.

- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. 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.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

Section 3 – Demotions

- A. Involuntary demotion of a permanent employee may be initiated by the Department Head when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.
- F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.

Article 16 - Contracting Out

Prior to a final decision being made by the City Commission to contract out, the Union will be provided the opportunity submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

Article 17- Uniform and Uniform Allowance

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.

Article 18 - Replacement of Personal Property

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.

- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Union shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.

Article 19 - Occupational Safety and Health

The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.
- E. Liability and Indemnification.
 - 1. Without waiving any rights under Florida Statutes 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
 - 2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
 - 3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton , willful disregard of human rights,

safety, or property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.

Article 20 – Attendance

Section 1 - Basic Work week

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Union outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

Section 2-Basic Workday

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Union recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document used to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.

Section 3 - Overtime/Compensatory Pay

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.
- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek. However, vacation leave, sick leave, holidays and jury duty will be considered hours worked for the purposes of computing overtime.

1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.
 2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
 3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of birthdays leave, military leave, and funeral leave shall not be considered hours worked for the purpose of computing overtime.
 4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
 5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc, from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
 2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee, but will be compensated at a rate of two dollars (\$2) per hour for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay

begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or its designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.

- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including "on-call" the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee's schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

Section 4 - Callback Compensation

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non-exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.
- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.

- D. Employees "on-call" shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

Section 5 - Differential Pay

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of seventy-five cents (\$.75) per hour for second shift assignment, and one dollar (\$1) per hour for third shift assignment.

Section 6 - Travel Expenses

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period (Appendix B).

Former contract Section 6(B)(5)(9) shall read as follows: An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize his own vehicle, he will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize his/her own vehicle, reimbursement will be in accordance with City Resolution No. 57-2012.

Article 21 – Holidays

Section 1 - Holidays Observed

- A. All bargaining unit employee shall receive the following paid holidays:
1. New Year's Day
 2. Martin Luther King Holiday
 3. President's Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Columbus Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. Friday following Thanksgiving
 11. Christmas Eve
 12. Christmas Day
 13. Employee's Birthday (Employees shall receive a day, eight (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 the purpose of computing overtime, 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 Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year.

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

Section 2 - Eligibility for Holiday Pay

- A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status on the scheduled working day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday holiday within the following twelve (12) months; however, there will be no payout for holidays not taken prior to separation from City service.
- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their day's pay plus eight (8) hours at one and one half (1 ½) times their regular hourly rate.
- D. When a holiday falls on an employee's regular day off, the employee will receive holiday pay. When a holiday falls on a weekend day, the next or prior scheduled work day shall be observed as a holiday for qualified employees as outlined in Subsection A above.

Article 22 - Leave

Section 1 - Annual Leave and Termination Pay

- A. Annual Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of annual leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.

- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or beneficiary at the regularly scheduled rate.

- C. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the employee forfeiting the hours, up to forty (40), not used during each year.

- D. Vacation Leave Time
 - 1. After the completion of probationary period, a permanent employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below. Bargaining unit employees shall be entitled to one (1) day additional leave for each year after twenty (20) years of completed service.

Hours of Vacation Leave Time - 40 hour week

80 hours	1 year of service
88 hours	2 years of service
96 hours	3 years of service
104 hours	4 years of service
112 hours	5 years of service
120 hours	6-8 years of service
128 hours	9-11 years of service
136 hours	12-14 years of service
144 hours	15-19 years of service
160 hours	20 years of service

2. In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the City Manager's decision by the supervisor and the employee shall be entitled to take the requested vacation.
3. Only earned vacation leave may be taken.
4. Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.
5. Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.
6. If the observance of an official holiday shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.
7. Accumulated vacation leave may also be used for:
 - a. Absence(s) occasioned by illness or injury of a member of the employee's household.
 - b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
 - c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
 - d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

Section 2 - Sick Leave

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:
 - a. Actual disability arising from illness and/or non-work related injury.
 - b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
 - c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule
3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.

7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the sick leave bank.
 8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.
- C. SICK LEAVE ALLOWANCE - After three (3) months, a new employee shall be eligible to receive two (2) days of 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 (4) more sick days for a total of twelve (12) days for the first year or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.
- D. Unused sick leave shall be accumulated with no maximum limit.
- E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.
- F. Upon pension qualifying (age + years of service) retirement, an employee will be paid for all sick leave up to two hundred (200) hours at fifty percent (50%) of his rate of pay.
1. Pension qualifying retirement means:
 - a. A participant who retires prior to October 1, 2015, and has:
 - 1) Twenty (20) continuous years of service; or
 - 2) His/Her years of service, when added to his/her 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:
 - 1) Ten (10) or more years of continuous service with the City and sixty-five (65) years of age or older; or
 - 2) Thirty (30) or more years of continuous service with the City and fifty-five (55) years of age or older.

G. APPROVAL

1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.
2. Sick leave may be approved for up to three (3) consecutive working days by the Department Head without requiring a physician's certification.
3. A sick leave of more than (3) three consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to his regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.
4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to his regular duties without hazard to the employee or others. If any employee chooses his/her own doctor, it will be at the employee's own expense.

H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department Head or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep Department Head informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.

3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

J. PAYMENT

1. Payment shall be made only for the approved 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.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. Charged against allowed, accumulated accredited sick leave shall be in units of one-half ($\frac{1}{2}$) hours. However, in the case where an employee has less than $\frac{1}{2}$ hour in the "Current Sick Leave Account", employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.
5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.
 - a. An employee on leaving the City by retirement shall be paid as in "J – 1" above, for any unused retained sick leave credited; and
 - b. At the death of an employee before retirement, payment as in "J-1" above, for any unused retained sick leave credited, shall be made to the employee's designated pension beneficiary, or in the absence of such designated beneficiary, to the employee's estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

Section 3 - Funeral Leave

An employee, during the period of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, domestic partner's parents, domestic partner's children, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

Section 4 - Court Leave

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The Department Head shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).
- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

Section 5 - Conference Leave

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

Section 6 - Military Leave

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.

- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

Section 7 - Leave Without Pay/Leave of Absence

- A. The City shall provide Family Leave consistent with the applicable law.

- B. General
 - 1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.

 - 2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.

 - 3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.

 - 4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.

 - 5. A City employee while on authorized leave of absence shall pay all insurance premiums for the employee, if any, and any dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.

- C. REQUEST
 - 1. A written request for leave of absence shall be given to the Department Head by the employee, stating:
 - a. The reason(s) for such request;

 - b. The starting date of such leave;

- c. The date of return of duty.
2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.
4. Any extension of leave of absence shall be requested in writing as in "C-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

D. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the Department Head at least five (5) working days' notice and have the approval of the Department Head, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department Head and making arrangements satisfactory to the Department Head shall be deemed to have resigned without notice and be terminated from the City.

Section 9 - Union Leave

- A. The Union may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- B. The Union may create a pool of time to be known as the Union Time Pool and each employee shall be allowed to voluntarily contribute in minimum units of eight (8) hours, their holiday and vacation time for Union business upon approval of the Union Executive Director or designee. Request for such time off shall be made to the Department Head in writing and

submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Union) to submit written five (5) days' notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Union business are to be paid as usual by the City.

1. The Union agrees to pay the City at their base rate.
2. All contributions to the Union Time Pool shall be made twice annually during the months of October and April.

Article 23 - Alcohol and Substance Abuse Policy (New October 1, 2003. Effective upon ratification by parties.)

Refer to attach Memorandum of Understanding between the parties dated April 10, 2007 (attached hereto).

Section 1 - 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 right 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 the law (e. g., safety sensitive personnel).

Section 2 - Alcohol/Substance Abuse Prohibited

All City Employee shall:

- A. Refrain from impairment for duty by use of alcohol and/or a controlled substance;
- B. Not use any controlled substance on or off duty not prescribed for use by a licensed physician;
- C. Not possess prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and
- D. Refrain from using a 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.

Section 3 - Voluntary Assistance Program

On one (1) occasion, 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, however, 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 sick leave, vacation time, LWOP, or other leave as authorized by law, 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.

Section 4 - City's Right to Test for Alcohol/Substance Abuse

A. Reasonable Suspicion Drug Testing

1. All City employees are subject to the least intrusive scientifically accepted method to render the result 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.
2. In order for an employee be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the Department head (or designee) must;
 - a. Give the employee and Union written notice (given written notice to the Union shall not delay receipt of drug and/or alcohol testing by the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or you urinalysis; and
 - b. 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).

B. Procedure for Positive Screen

In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Reviewed 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 for the Employment Assistant 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 of 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.

- C. Upon obtaining a waiver of confidentiality from the involved employee an Union representative may accompany an employee to the collection site and follow chain of custody until the sample is sealed and initialed by the collector.

Section 5 - Grieving Reasonable Suspicion

If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

Section 6 - Blood/Urine Tests

- A. In testing for presence of alcohol, the City shall utilize a generally accepted testing procedure which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measurement of .08 or greater is evidence of impairment.
- B. In testing for the presence of a controlled substance, the City shall in the first incident 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 subject 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 the 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.
- C. A reliable state licensed clinical laboratory shall conduct all blood/urine tests.
- D. 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 or finalize.

- E. The City shall keep the results of any testing confidential, except as to disclose to the Department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed hereto the subsequent refutation.

Section 7 – Rehabilitation

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 Employee Assistance Program (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 soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.

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.

If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.

Section 8 - Recurring Alcohol/Substance Abuse

If an employee subsequently test positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.

Section 9 - Discipline Pending Rehabilitation

On one (1) occasion an employee shall not be disciplined pursuant to Section 2 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 (2) 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 24 – Benefits

- A. The City shall furnish HMO health insurance for all employees at no cost to the employee. The City shall also make available a preferred physician (PPO) plan. Any employee choosing 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.
- B. 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.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with City Resolution No. 28 – 91.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.

Article 25 – Evaluations

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Union member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Union to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. Upon the adoption of a uniform and objective evaluation performance and instrument each individual shall be informed of criteria and procedure used in the evaluation process.
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
 - 1. Identify in writing specific deficiencies of the bargaining unit members.
 - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
 - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

Article 26 - Training and Education

A. **POLICY** - It shall be the City's policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.

B. **BENEFITS**

1. **Tuition Reimbursement.** The City shall reimburse permanent employees' tuition costs for coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:

Reimbursement Schedule:

Grade A - 100%

Grade B - 75%

Grade C - 60%

2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.

C. **ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,000 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement.

D. **REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.

E. **APPLICATION** - Employees desiring to participate in the City of Lake Worth Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department Head a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days prior to the close of registration for the course. Department heads will affix their recommendation and forward

the application to the City Manager, who will coordinate the program, if approved and budgeted.

- F. **REIMBURSEMENT** - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.

- G. Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties, i.e., mechanics, spray technicians, etc., shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are directed in writing to obtain an advanced degree which the City pays for and benefits from such education, an accreditation or certification, such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree, accreditation or certification is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director to attend/obtain such degree or accreditation/certification as well as documentation of the degree accreditation and/or certification awarded.

Article 27 – Salaries

Section 1

Effective upon ratification by both parties, all bargaining unit classifications shall receive an increase in base pay of 4%. The 4% increase shall be applied retroactively to October 1, 2015, and such retroactive payment shall be made within 30 calendar days of ratification by both parties.

This agreement shall remain in effect through September 30, 2018, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective.

Section 2

The parties agree to reopen Article 27, Salaries, Section 1, on or before March 1st prior to the start of Fiscal Year 2016/2017. Additionally, at the time the parties meet to negotiate Article 27, Salaries, Section 1, for Fiscal Year 2017/2018, the parties agree to discuss a merit evaluation system and either party may make proposals for negotiation relating to same at that time.

Section 3 Longevity Bonus

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
6 years	\$450
7 years	\$525
8 years	\$600
9 years	\$675
10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975

14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

Article 28 - Savings Clause

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

Article 29 - Effect of Agreement

Section 1

This Agreement shall remain in effect through September 30, 2018, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party one hundred eighty (180) days before September 30, 2018. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

Section 2

In addition to the wage-related reopener identified in Article 27, Section 2, either party may reopen one (1) article on or before March 1st prior to the start of Fiscal Year 2016/2017.

Section 3

The agreements contained herein constitute the full and complete agreement between the Union and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

Article 30 - Definition of Terms

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Union - Public Employees Union, FPD, NUCHHCE.

City - City of Lake Worth, Florida.

City Commission - City Commission of the City of Lake Worth.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Union in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

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

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.

Article 31 – Pension

The Parties agree that the Pension Plan will be discussed and negotiated in good faith after the ratification of the TA'd Collective Bargaining Agreement.

Ratification

The present agreement beginning upon ratification by both parties and ending September 30, 2018, was ratified by the PEU membership on _____, and by the City Commission on _____.

City of Lake Worth:

Public Employees Union:

By: _____
Mayor of the City of Lake Worth

By: _____
Samuel L. Neimeiser, PEU
Administrative Organizer and Chief Negotiator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

Attest: _____
City Clerk Pamela J. Lopez

APPENDIX A

PEU BARGAINING UNIT CLASSIFICATIONS

<u>Job Title</u>	<u>Job Code</u>
Customer Service Rep	4005
Bldg/Str Maintenance Mechanic	3022
Administrative Secretary	1060
Equipment Operator II	3042
System Operator II	4042
PC Technician	1222
Energy Auditor I	4592
GIS Planner	4180
Solid Waste Foreman-Garb/Recyc	3064
Groundskeeper II	3142
Traffic Maintenance Tech	3155
Lifeguard	7535
Chief Equipment Specialist	3037
Stormwater Technician I	1900
System Operator II-GIS	4044
Library Specialist	7025
Street Sweeper Operator I	3189
Community Code Officer	1547
Accountant I	1130
HVAC Technician	3131
Equipment Operator III-Lead	3045
Solid Waste Technician	3060
Network Administrator-Microsoft	1224
Groundskeeper III	3139
Accounts Payable Manager	1128
Senior System Operator	4043
Lead Maintenance Technician	3149
Purchasing Agent	1331
Equipment Operator IV-Utility	3047
Equipment Mechanic	3035
Plumber	3126
Electrician	3189
Recycling Coordinator	3061
Customer Service Cashier	4006
Librarian I	7046
MD Inspector	1589
Refuse Collections Coordinator	1854

Carpenter	3123
Community Planner	1952
Groundskeeper – PT	3138
Irrigation Maint Tech/Gardener	3146
Licensing Officer/Permit Spec	1523
Licensing/Permit Technician	1497
Public Services Coordinator	1853
Housing Planner	1949
Solid Waste Foreman Bulk Waste	3062
Garage Store Specialist/Svc Wr	3029
SCADA & Control Programmer	4071
Chemical Technician/Gardener	3144
Painter	3120
Receptionist	1051
Resource Programmer	4072
Community Code Technician	1549
Senior Community Code Officer	1546
Administrative Assistant	1875

APPENDIX B

Travel Resolution: 57-2012 adopted December 4, 2012

57-2012

RESOLUTION NO. 57-2012 OF THE CITY OF LAKE WORTH, FLORIDA; REPLACING RESOLUTION NO. 41-2007; AMENDING THE TRAVEL PROVISIONS OF THE CITY OF LAKE WORTH TRAVEL POLICY AND PERSONNEL POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth desires to provide an equitable and consistent per diem and travel expense policy throughout the organization for city officers and other authorized persons as defined in section 166.021(9), Florida Statutes; and

WHEREAS, the City of Lake Worth requires sufficient protocols to properly manage travel costs by city officers and other authorized persons when performing travel as authorized by the city; and

WHEREAS, section 166.021(9), Florida Statutes, authorizes the City Commission to develop a per diem and travel expense policy that exempts the city officers and other authorized persons from the specific requirements of section 112.061 Florida Statutes; and,

WHEREAS, the City Commission for the City of Lake Worth finds that an equitable, consistent per diem and travel expense policy for city officers and other authorized persons pursuant to section 166.021(9), Florida Statutes, serves a valid public purpose.

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

Section 1. The City Commission of the City of Lake Worth, Florida hereby replaces Resolution No. 41-2007; the travel provisions contained in Section 12 of the City of Lake Worth Personnel Policy; and, any other inconsistent travel policy of the City with the per diem and travel expense policy set forth herein.

Section 2. The City Commission hereby assigns the responsibility of developing detailed policies and procedures for implementation of this resolution to the City Manager.

Section 3. The City Commission hereby determines that city officers and other authorized persons as defined in section 166.021(9), Florida Statutes, may be reimbursed for the following classes of travel within the following policy parameters:

TRAVEL CLASSES

Class A: Continuous travel of twenty-four hours or more away from the City.

Class B: Continuous travel of less than twenty-four hours that involves an overnight absence from the City.

Class C: Travel for short or day trips where the traveler is not away from the City overnight.

MEAL ALLOWANCE

Based on the following schedule:

Breakfast - When travel period begins before 6:00 a.m. and extends beyond 8:00 a.m.

Lunch - When travel period begins before 12:00 Noon and extends beyond 2:00 p.m.

Dinner - When travel period begins before 6:00 p.m. and extends beyond 8:00 p.m., or when travel occurs during night time hours due to special assignments.

Meal reimbursements amounts shall be as follows:

All Class A and Class B travelers will be given a per diem meal allowance when traveling on official City business up to the amount permitted for meals as follows:

Breakfast	\$ 8.00
Lunch	\$15.00
Dinner	\$20.00

No meal allowance will be given for Class C travel

MILEAGE ALLOWANCE

Mileage allowance at a fixed rate of the then prevailing IRS vehicle reimbursement rate if a personal vehicle is allowed in lieu of a City vehicle in accordance with the City Manager's Travel reimbursement Policy/Procedure.

LODGING AND INCIDENTALS

The traveler will be reimbursed for actual expenses for lodging (at single occupancy rates) as well as travel and incidental expense as described in the City Manager's Travel reimbursement Policy/Procedure.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

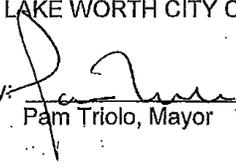
Section 5. This Resolution shall take effect immediately upon its passage.

The passage of this Resolution was moved by Commissioner Amoroso, seconded by Commissioner Szerdi, and upon being put to a vote, the vote was as follows:

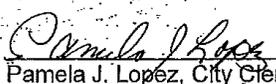
Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	NAY
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

The Mayor thereupon declared this Resolution duly passed and adopted this 4th day of December, 2012.

LAKE WORTH CITY COMMISSION

By: 
Pam Triolo, Mayor

ATTEST:

By: 
Pamela J. Lopez, City Clerk



Collective Bargaining Agreement
Between
The City of Lake Worth
And
The Lake Worth Public Employees Union

[Expires September 30, 20187](#)

[October 1, 2012 – September 30, 2015](#)

Agreement

This contract is between the City of Lake Worth, hereafter referred to as the City and Public Employees Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Union and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

Preamble

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

Scope of Bargaining

The Scope of Collective Bargaining between the City and the Union shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 44 7.403.

Article One – Recognition

Section 1 – Inclusions

- A. The City hereby recognizes the Public Employees Union (PEU) FPD/NUHHCE as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
- B. This Agreement includes the full-time employees in the classifications and positions listed in Appendix A of this Agreement.

Section 2 – Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

Section 3 – New Positions/Classes

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
- B. When the City establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
- C. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

Article 2 – Gender Reference

All references in this Agreement to employees shall be construed to include both male and female employees.

|

Article 3 - Dues Check-off

Section 1 – Deductions

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Union membership dues, , uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Union. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Union shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

Section 2 – Remittance

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

Section 3 – Termination of Deduction

Deduction for Union dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Union with 30 days written notice of terminating his check-off authorization;

2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

Section 4

The City shall not deduct any Union fines, penalties or special assessments from the pay of any employee.

Article 4 – Non Discrimination^[L1]

The City and Union each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ~~or~~ ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

Section 1 - Discrimination

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law~~religious or political beliefs or affiliations, racial or national origin, sex, age, or handicap~~, where the ~~handicapped~~ person ~~is~~are able to perform the essential functions of the jobwork being sought~~they are seeking~~.

- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Policies and Regulations, and all applicable statutes.

Section 2 - -Union Activity

- A. Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union.

- B. Claims of Union discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

Article 5 - Union Rights

- A. The Union shall designate one representative as Coordinator for the City of Lake Worth. They shall also designate an Union Representative in each department and one representative for each division, except for those departments which are in one location where there will be one representative.
- B. Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Union, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The principal representative will, under normal circumstances, be granted leave without pay for his attendance at regularly scheduled Union seminars and conventions. If the Union desires, the City will provide administrative leave to the representatives and the Union will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per contract year.
- D. The principal representative shall be granted four (4) hours of administrative leave per month to conduct Union business.
- E. During contract negotiations, the City shall allow up to three (3) Union members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Union's request provide space for membership meetings as space and scheduling permit. The Union will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Union agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection Union monies, shall not be engaged in during working hours. Union representatives and stewards may conduct Union business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be unreasonable

withheld. The City and Union further agree that utilizing City equipment or vehicles for Union business is strictly prohibited except where attendance by Union representatives, during their duty hours, is required and approved by City management.

Article 6 - Employee, Management and Union Communications^[L2]

Section 1 - Personnel Policies and Procedure

-The City will notify the Union in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employee.

Section 2 - Labor Management Communication Meetings

- A. The City and the Union mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Union Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. ~~Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.~~ Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Union. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Union and four (4) representing the City. The Union Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Union and three (3) Union Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.
- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall

be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Union Chair in securing available meeting space.

Section 3 - Bulletin Boards

- A. The Union shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Union notices but restricted to:
 - 1. Notices of Union elections and results of such elections
 - 2. Notices of Union recreational or social affairs
 - 3. Notices of Union appointments and other official Union business
 - 4. Notices of Union meetings
 - 5. Union Benefits
 - 6. Union Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violated or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Union's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Union will not be held to thirty (30) days.

Section 4 - Position Classifications

The City will ensure that all position classifications are posted on the Human Resource web page.

Section 5- - Representative Access

- A. The City agrees that accredited representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

Article 7 - Employee Rights^[L3]

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. 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 from time to time) except for Sections 7C(2), 7C(3), 7E, and 17.
- B. An employee is entitled to Union representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Union Coordinator or their designee of the purpose of the meeting and of his/her the right to representation. When a Union Coordinator is absent, the Union Coordinator shall notify the Human Resources Director the name of the designee.^[L4]
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of his/her current job description upon request.. An employee assigned duties which are not reasonably related to his/her job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action taken against him based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.^[L5]
- H. The Union representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Union representative will be notified of any proposed

changes to job descriptions or new job descriptions for positions covered by collective bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.^[L6]

G-I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.^[L7]

Article 8 - Management Rights

Section 1

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

Section 2

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Union representative will be notified of any proposed changes; any impact of proposed changes shall be bargain prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employee shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;

- J. Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees;
- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

Section 3

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

Section 4

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

Section 5

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.

Article 9 - Changes in Past Practices/Terms/Conditions of Employment

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

Article 10 - Grievance Procedures^[L8]

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

Section 1 – Definitions

- A. A “grievance” ~~is defined as a misapplication or misinterpretation of the specific terms of this Agreement shall mean a complaint by an employee, in the bargaining unit or the Union that there has been a violation or misinterpretation of any of the provisions of this agreement, City Policy, Regulations or Procedure.~~
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Union.
- E. “Union Representative” means any Union designated representative.

Section 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

Section - 3 Union Representation

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not he shall be represented by the Union. When an employee has elected Union representation, both the employee and Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union Representative, and any decision mutually agreed to by the City and the Union shall be binding on the employee.
- B. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Union shall be

given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Union shall furnish to the City a list of the Union Representatives and the City will not recognize a person as an Union Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

Section 4 – Procedures

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Union or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
 - 1. Informal Discussion
 - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
 - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
 - 2. Step 1
 - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form ~~(Appendix C)~~ to be supplied by the City, setting

forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.

- b. The Step 1 Department head or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within ten (10) days following the date of the meeting.

3. Step 2

- a. If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the City Manager or his designee within ten (10) days after receipt of the decision at Step 1.
- b. The City Manager or his designee may have a meeting with the Union Representative to discuss the grievance. The City Manager or his designee shall communicate a decision in writing to the employee and to the Union Representative within ten (10) days of the written grievance.

4. Step 3 - Arbitration

- a. If the grievance is not resolved at Step 2, the Executive Director, or his designee, may present a grievance for arbitration to the Federal Mediation and Conciliation Service (FMCS). Such submission shall be within fifteen (15) days of receipt of the Step 2 decision with a copy of such submission to the City within same fifteen (15) days. The Union specifically reserves the exclusive right to take a matter to arbitration on behalf of its members and an employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union.
- b. The parties shall select an arbitrator from the list of names forwarded by the (FMCS). Such selection will be made "striking". A flip of the coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance. The arbitrator's fees and expenses shall be equally borne by the parties. If a verbal transcript of the hearing is made and either party desires a copy of the transcript, that party will bear the expense of the copy or copies. The parties shall share equally in the cost of any transcripts supplied to the arbitrator. The decision of the arbitrator shall be final and binding.

- 5. Mediation - The parties may agree to submit a grievance or number of grievances for mediation. The mediator, with the agreement of the parties, may make a recommended decision.

6. The time limits will be binding unless waived in writing by the parties. If any employee initiates the grievance procedure and fails to appeal any decision under that procedure to the next step of the grievance procedure [within the time provided](#), the decision made will be final and binding. If an employer representative fails to issue a decision at any step of the grievance procedure [within the time provided](#), the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.
7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Union may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

Article 11 - Personnel Files^[L9]

Section 1

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

Section 2

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has read the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

Section 3

Upon appropriate request by the employee, he shall be permitted to examine his file. The employee shall be provided a reasonable amount of time during working hours to review his file. The employee's request cannot be unreasonably denied or delayed.

Section 4

The employee shall be permitted to reproduce any material in his file. The City may charge a fee for reproduction in accordance with the applicable law.

Section 5

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.

Section 6

- A. An offense shall be valid for not more than ~~twenty-four (24) full months~~two (2) years from the date of occurrence. Documents relating to offenses which are more than ~~twenty-four (24) months~~two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense ~~be removed from the employee's official personnel folder and placed in an inactive folder to be used only for judicial and administrative agency proceedings and in arbitration cases.~~

- B. An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

Article 12 - Discipline^[L10]

Section 1

- A. This Article covers actions involving verbal ~~or written~~ warnings, ~~verbal or~~ written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. All discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

Section 2

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Union representation.

Section 3

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal ~~or written~~ warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
 - 1. **Verbal Warning Reprimand:** issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
 - 2. **Written Reprimand:** issued by management when a verbal ~~reprimand warning~~ has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning reprimand is not deemed by management to be sufficiently severe for the offense.
 - 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or

when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

4. **Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards ~~subject to appeal~~. A termination of employment is a permanent separation from employment with the City.
- B. -In cases of a verbal ~~reprimand~~warning, the supervisor shall inform the employee that he/she is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Union representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances~~appeals~~ have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

Section 4

The employee and the Union shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Union if he signs the appropriate waiver.

Section 5

~~If an FLSA exempt employee is suspended without pay for less than a week, the employee may elect to take leave without pay or work the days of the suspension and have each day of the suspension charged to vacation (annual leave). If the employee elects to utilize the leave option and appeals the suspension, and if such appeal is sustained, the employee shall have all such leave credited back to his leave account and accordingly be made whole~~

Article 13 -- Probationary Employees^[L11]

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees. Employees ~~promoted~~ who are offered and accept a promotion from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is ~~promoted~~ offered and accepted a position or classification within PEU which is subsequently deleted, or the employee fails to successfully pass the probationary period, such employee may “bump” back to his or her previous position or other such position for which the employee is qualified in ~~either the PMSA or~~ PEU bargaining unit.

The PEU bargaining unit specifically agrees that employees who are promoted into a management or supervisory position within PMSA who exercise any “bumping” as described in the collective bargaining agreement between PMSA and the City shall be entitled to bump PEU members.

Article 14 - Seniority and Layoff

Section 1 - Seniority

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

Section 2 - Loss of Seniority

Employees shall lose seniority for the following:

- 1. Termination for cause ;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

Section 3 - Layoff and Recall

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same 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.
- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further

agrees that provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.

- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Union of its intent to retain critical skilled employee(s). The Union agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.

- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether he shall accept the notice of recall. The laid off employee is responsible for notifying the City of his current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.

Article 15 - Position Changes^[L12]

Section 1 – Vacancies

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be giving preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.
- B. Employees assigned for more than three (3) weeks (seven (7) consecutive work days or twenty-one (21) consecutive days to a higher classification, including the assumption of additional duties, shall be paid a five percent (5%) hourly premium from the commencement of the assignment. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.
- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions shall receive a five percent (5%) increase in compensation if temporarily appointed to a higher classification for more than three (3) weeks (seven (7) consecutive work days) or twenty-one (21) consecutive days. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

Section 2 – 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 (1) division to another. The employee shall retain the same pay status in the new position that he/she had in the previous position. The transfer shall be only temporary and in cases of emergencies.

- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. 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.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

Section 3 – Demotions

- A. Involuntary demotion of a permanent employee may be initiated by the department head when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) ~~nine (9)~~ months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.^[113]
- F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.

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Article 16 - Contracting Out

Prior to a final decision being made by the City Commission to contract out, the Union will be provided the opportunity submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

Article 17- Uniform and Uniform Allowance^[L14]

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses ~~such as~~ bars serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.

Article 18 - Replacement of Personal Property

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.

- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Union shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.

Article 19 - Occupational Safety and Health^[L15]

~~Each employee shall be furnished a safe place of employment as defined in the laws of the State of Florida and the United States, specifically Florida Statue 235.06 and the Florida's Workers Compensation Act, Florida Statues 440.56, as amended. The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.~~

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.

D-E. Liability and Indemnification.

- 1. Without waiving any rights under Florida Statues 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
- 2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
- 3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the

City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton , willful disregard of human rights, safety, or property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.

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Article 20 – Attendance

Section 1 - Basic Work week

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Union outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

Section 2-Basic Workday

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Union recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document used to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.

Section 3 - Overtime/Compensatory Pay

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.
- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek ~~and these hours will not include sick, vacation or any other non-worked time.~~ However, vacation

leave, sick leave, holidays and jury duty will be considered hours worked for the purposes of computing overtime. [L16]

1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.
 2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
 3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of ~~sick leave, annual vacation leave,~~ birthdays leave, military leave, and funeral leave shall not be considered hours worked for the purpose of computing overtime. [L17]
 4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
 5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc, from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
 2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee, but will be compensated at a rate of two dollars (\$2) per hour

for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or is designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.

- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including "on-call" the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee's schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

Section 4 - Callback Compensation

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non—exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.

- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.
- D. Employees "on-call" shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

Section 5 - Differential Pay

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of seventy-five cents (\$.75) per hour for second shift assignment, and one dollar (\$1) per hour for third shift assignment.

Section 6 - Travel Expenses

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period (Appendix B).

Former contract Section 6(B)(5)(9) shall read as follows: An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize his own vehicle, he will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize his/her own vehicle, reimbursement will be in accordance with City Resolution No. 57-2012.

Article 21 – Holidays

Section 1 - Holidays Observed^[L18]

A. All bargaining unit employee shall receive the following paid holidays:

1. New Year's Day

2. Martin Luther King Holiday

3. President's Day

34. Memorial Day

54. Independence Day

65. Labor Day

7. Columbus Day

68. Veteran's Day

79. Thanksgiving Day

810. Friday following Thanksgiving

119. Christmas Eve

1012. Christmas Day

1113. Employee's Birthday (Employees shall receive a day, eight (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 the purpose of computing overtime, 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 Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year.

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

Section 2 - Eligibility for Holiday Pay

- A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status on the scheduled working day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday holiday within the following twelve (12) months; however, there will be no payout for holidays not taken prior to separation from City service.
- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their day's pay plus eight (8) hours at one and one half (1 ½) times their regular hourly rate.
- D. When a holiday falls on an employee's regular day off, the employee will receive holiday pay. When a holiday falls on a weekend day, the next or prior scheduled work day shall be observed as a holiday for qualified employees as outlined in Subsection A above.

Section 1 - Annual Leave and Termination Pay

- A. Annual Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of annual leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.
- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or ~~his~~ beneficiary at ~~his~~ the regularly scheduled rate.
- C. ~~Up to the number of annual leave hours earned may be carried over from one (1) year to the next. Upon the approval of the City Manager, additional leave may be carried over if the employee was unable to utilize such leave due to mandatory service to the City. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the employee forfeiting the hours, up to forty (40), not used during each year.~~
- D. Vacation Leave Time
 - 1. After the completion of probationary period, a permanent employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below. Bargaining unit employees shall be entitled to one (1) day additional leave for each year after twenty (20) years of completed service.

Hours of Vacation Leave Time - 40 hour week

80 hours	1 year of service
88 hours	2 years of service
96 hours	3 years of service
104 hours	4 years of service
112 hours	5 years of service
120 hours	6-8 years of service
128 hours	9-11 years of service
136 hours	12-14 years of service
144 hours	15- <u>19 years of service</u>
160 hours	20 years of service

~~2. Once an employee has reached his vacation cap of 160 hours, the employee must take his vacation leave within the year following its accrual. If an employee fails to take his vacation within the year following its accrual, the employee shall not be entitled to a cash reimbursement for the unused vacation time and the unused vacation time shall not accrue if the employee has reached his cap.~~

~~3. In the event the employee requests vacation leave and the employee is unable to utilize such leave due to mandatory service to the City, the employee will only be paid for the number of vacation days that he requested. The City will only pay an employee for his requested vacation time, which exceeds the employee's cap, where there is written documentation that the employee requested vacation time. Additionally, there must be written documentation from the employee's supervisor which denies the vacation request and explains why the request was denied.~~

~~42. In circumstances where an employee is above their leave cap and a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the City Manager's decision by his the supervisor and the employee shall be entitled to take the requested vacation.~~

~~If the City Manager determines that the reason(s) for denying the vacation request are justified, the employee will be paid for the number of vacation day(s) he requested and which exceed the employee's cap.~~

~~5. The language used in paragraph 2-4 above is not intended to require employees that have vacation day caps exceeding one hundred sixty (160) hours, to take vacation days in order to lower his/her cap to one hundred sixty (160) hours. This provision is intended only to prevent payment of unused vacation time that exceeds particular employee's cap, whether the employee's cap is one hundred sixty (160) hours or greater.~~

~~6. Employees experiencing financial hardship may submit a written request to the City Manager for sole discretion and approval to sell accumulated vacation time. Such a request must contain a detailed explanation of the financial hardship. All requests shall be subject to the City Manager's approval and shall be strictly limited to one (1) per fiscal year.~~

~~73. Only earned vacation leave may be taken.~~

~~84.~~ Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.

~~95.~~ Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.

~~106.~~ If the observance of an official holiday, ~~as covered in Section 18 of City Resolution No. 28-91,~~ shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.

~~117.~~ Accumulated vacation leave may also be used for:

- a. Absence(s) occasioned by illness or injury of a member of the employee's household.
- b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
- c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
- d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

~~12. Vacation leave shall be charged in units of one-half (½) hour for absences as covered in this Section.~~

Section 2 - Sick Leave

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:

- a. Actual disability arising from illness and/or non-work related injury.
 - b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
 - c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule
 3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
 4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
 5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
 6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.
 7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the sick leave bank.

8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.
- C. SICK LEAVE ALLOWANCE - After three (3) months, a new employee shall be eligible to receive two (2) days of 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 (4) more sick days for a total of twelve (12) days for the first year or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.
 - D. Unused sick leave shall be accumulated with no maximum limit.
 - E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.
 - F. Upon pension qualifying (age + years of service) retirement, an employee will be paid for all sick leave up to two hundred (200) hours at fifty percent (50%) of his rate of pay.
 1. Pension qualifying retirement means:
 - a. A participant who retires prior to October 1, 2015, and has:
 - 1) Twenty (20) continuous years of service; or
 - 2) His/Her years of service, when added to his/her 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:
 - 1) Ten (10) or more years of continuous service with the City and sixty-five (65) years of age or older; or
 - 2) Thirty (30) or more years of continuous service with the City and fifty-five (55) years of age or older.
 - G. APPROVAL
 1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.

2. Sick leave may be approved for up to three (3) consecutive working days by the Department [hH](#)Head without requiring a physician's certification.
3. A sick leave of more than (3) three consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to his regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.
4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to his regular duties without hazard to the employee or others. If any employee chooses his/her own doctor, it will be at the employee's own expense.

H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department [hH](#)Head or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep Department [hH](#)Head informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

J. PAYMENT

1. Payment shall be made only for the approved 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.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. Charged against allowed, accumulated accredited sick leave shall be in units of one-half (½) hours. However, in the case where an employee has less than ½ hour in the "Current Sick Leave Account", employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.
5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.
 - a. An employee on leaving the City by retirement shall be paid as in "J – 1" above, for any unused retained sick leave credited; and
 - b. At the death of an employee before retirement, payment as in "J-1" above, for any unused retained sick leave credited, shall be made to the employee's designated pension beneficiary, or in the absence of such designated beneficiary, to the employee's estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

Section 3 - Funeral Leave^[L20]

An employee, during the period of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-

law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, [domestic partner's parents](#), [domestic partner's children](#), or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

Section 4 - Court Leave

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The [Department Head](#) shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).
- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

Section 5 - Conference Leave

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

Section 6 - Military Leave

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.

- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

Section 7 - Leave Without Pay/Leave of Absence

~~A. The City may grant an employee up to one (1) year leave without pay for the purpose of higher education or technical training.~~

~~BA.~~ The City shall provide Family Leave consistent with the applicable law.

~~CB.~~ General

1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.
2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.
3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
5. A City employee while on authorized leave of absence shall pay all insurance premiums for the employee, if any, and any dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.

~~DC.~~ REQUEST

1. A written request for leave of absence shall be given to the Department ~~H~~head by the employee, stating:
 - a. The reason(s) for such request;
 - b. The starting date of such leave;

- c. The Date of return of duty.
2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.
4. Any extension of leave of absence shall be requested in writing as in "BC-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

ED. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the department hHead at least five (5) working days' notice and have the approval of the Department hHead, unless the Department hHead, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department hHead and making arrangements satisfactory to the Department hHead shall be deemed to have resigned without notice and be terminated from the City.

Section 9 - Union Leave

- A. The Union may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- B. The Union may create a pool of time to be known as the Union Time Pool and each employee shall be allowed to voluntarily contribute in minimum units of eight (8) hours, their holiday and vacation time for Union business upon approval of the Union Executive Director or designee. Request for such time off shall be made to the department hHead in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that

when it is impossible (through no fault of the Union) to submit written five (5) days' notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Union business are to be paid as usual by the City.

1. The Union agrees to pay the City at their base rate.
2. All contributions to the Union Time Pool shall be made twice annually during the months of October and April.

Article 23 - Alcohol and Substance Abuse Policy (New October 1, 2003. Effective upon ratification by parties.)

Refer to attach Memorandum of Understanding between the parties dated April 10, 2007 (attached hereto).

Section 1 - 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 right 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 the law (e. g., safety sensitive personnel).

Section 2 - Alcohol/Substance Abuse Prohibited

All City Employee shall:

- A. Refrain from impairment for duty by use of alcohol and/or a controlled substance;
- B. Not use any controlled substance on or off duty not prescribed for use by a licensed physician;
- C. Not possess prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and
- D. Refrain from using a 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.

Section 3 - Voluntary Assistance Program

On one (1) occasion, 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, however, 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 sick leave, vacation time, LWOP, or other leave as authorized by law, 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.

Section 4 - City's Right to Test for Alcohol/Substance Abuse

A. Reasonable Suspicion Drug Testing

1. All City employees are subject to the least intrusive scientifically accepted method to render the result 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.
2. In order for an employee be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the Department head (or designee) must;
 - a. Give the employee and Union written notice (given written notice to the Union shall not delay receipt of drug and/or alcohol testing by the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or you urinalysis; and
 - b. 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).

B. Procedure for Positive Screen

In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Reviewed 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 for the Employment Assistant 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 of 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.

- C. Upon obtaining a waiver of confidentiality from the involved employee an Union representative may accompany an employee to the collection site and follow chain of custody until the sample is sealed and initialed by the collector.

Section 5 - Grieving Reasonable Suspicion

If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

Section 6 - Blood/Urine Tests

- A. In testing for presence of alcohol, the City shall utilize a generally accepted testing procedure which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measurement of .08 or greater is evidence of impairment.
- B. In testing for the presence of a controlled substance, the City shall in the first incident 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 subject 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 the 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.
- C. A reliable state licensed clinical laboratory shall conduct all blood/urine tests.
- D. 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 or finalize.

- E. The City shall keep the results of any testing confidential, except as to disclose to the Department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed hereto the subsequent refutation.

Section 7 – Rehabilitation

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 Employee Assistance Program (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 soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.

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.

If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.

Section 8 - Recurring Alcohol/Substance Abuse

If an employee subsequently test positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.

Section 9 - Discipline Pending Rehabilitation

On one (1) occasion an employee shall not be disciplined pursuant to Section 2 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 (2) 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 24 – Benefits^[L21]

- A. The City shall furnish HMO health insurance for all employees at no cost to the employee. The City shall also make available a preferred physician (PPO) plan. Any employee choosing 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-will pay the difference between the HMO single rate and the PPO plan.
- B. The City shall pay \$216.34 of the cost of the family coverageFor 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.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with City Resolution No. 28 – 91.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.

Article 25 – Evaluations^[L22]

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Union member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Union to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. Upon the adoption of a uniform and objective evaluation performance and instrument each individual shall be informed of criteria and procedure used in the evaluation process. ~~Newly hired employee shall have the instrument described at their orientation meeting or within ten (10) days of hire.~~
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
 - 1. Identify in writing specific deficiencies of the bargaining unit members.
 - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
 - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

Article 26 - Training and Education^[L23]

A. POLICY - It shall be the City's policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.

B. BENEFITS

1. Tuition Reimbursement. ~~The~~ City shall reimburse permanent employees' tuition costs for ~~approved~~ coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:

Reimbursement Schedule:

Grade A - 100%

Grade B - 75%

Grade C - 60%

2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.

C. **ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,000 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement. ~~Said reimbursement will be made from the incentive fund as is established by resolution and subject to availability funding.~~

D. **REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.

E. **APPLICATION** - Employees desiring to participate in the City of Lake Worth Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department ~~H~~ead a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days ~~following prior to~~ the close of registration for the course. Department heads will affix their recommendation

and forward the application to the City Manager, who will coordinate the program, if approved and budgeted.

F. REIMBURSEMENT - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.

G. Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties, i.e., mechanics, spray ~~text~~technicians, etc., shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are encouraged directed in writing to attend courses which culminate in a obtain an advanced degree which the City pays for and benefits from such education, training and/or an accreditation or certification, such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree, accreditation or certification is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director to attend/obtain such degree or accreditation/certification as well as documentation of the degree, passing grade of courses, accreditation and/or certification awarded.

Article 27 – Salaries^[L24]

~~The City and Union agree there will be no salary adjustments upon ratification of the Agreement.~~

Section 1

Effective upon ratification by both parties, all bargaining unit classifications shall receive an increase in base pay of 4%. The 4% increase shall be applied retroactively to October 1, 2015, and such retroactive payment shall be made within 30 calendar days of ratification by both parties.

This agreement shall remain in effect through September 30, ~~2018~~~~2017~~~~2015~~, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by ~~an official resolution of~~ the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ~~signed~~ ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective.

Section 2

The parties agree to reopen Article 27, Salaries, Section 1, on or before March 1st prior to the start of Fiscal Year 2016/2017 and 2017/2018. Each party to this Agreement may re-open three (3) economic articles and one (1) non-economic articles each year by providing written notice to the other on or before April 1 of each year, specifically identifying the articles to be re-opened. The parties shall be prohibited from discussing articles not specifically identified. Negotiations shall commence within thirty (30) days of receipt of such notification. Additionally, at the time the parties meet to negotiate Article 27, Salaries, Section 1, for Fiscal Year 2017/2018, the parties agree to discuss a merit evaluation system and either party may make proposals for negotiation relating to same at that time.

Section 3 Longevity Bonus

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
6 years	\$450
7 years	\$525
8 years	\$600
9 years	\$675

10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975
14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

Article 28 - Savings Clause

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

|

Article 29 - Effect of Agreement^[L25]

Section 1

This Agreement shall remain in effect through September 30, ~~2018~~~~2017~~~~2015~~, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by ~~an official resolution of~~ the City Commission ~~ratifying the Agreement~~ and execution of the Agreement by the City. The Agreement, upon being ~~signed~~ ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party one hundred eighty (180)~~ninety (90)~~ days before September 30, ~~2017~~~~2015~~. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

Section 2

In addition to the wage-related reopener identified in Article 27, Section 2, either party may reopen one (1) article on or before March 1st prior to the start of Fiscal Year 2016/2017.

~~Each party to this Agreement may re-open three (3) economic articles and one (1) non-economic articles each year by providing written notice to the other on or before April 1 of each year, specifically identifying the articles to be re-opened. The parties shall be prohibited from discussing articles not specifically identified. Negotiations shall commence within thirty (30) days of receipt of such notification.~~

Section 3

The agreements contained herein constitute the full and complete agreement between the Union and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

Article 30 - Definition of Terms^[L26]

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Union - Public Employees Union, FPD, NUCHHCE.

City - City of Lake Worth, Florida.

City Commission - City Commission of the City of Lake Worth.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Union in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

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

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.

Article 31 – Pension^[L27]

The Parties agree that the Pension Plan will be discussed and negotiated in good faith after the ratification of the TA'd Collective Bargaining Agreement.

Ratification

The present ~~three-year~~ agreement beginning upon ratification by both parties~~October 1, 2012~~ and ending September 30, ~~2018~~~~2017~~~~2015~~, was ratified by the PEU membership on April 4, 2013, and by the City Commission on May 21, 2013.

City of Lake Worth:

Public Employees Union:

By: _____
Mayor of the City of Lake Worth

By: _____
Samuel L. Neimeiser, PEU/~~PMSA~~
Administrative Organizer and Chief Negotiator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

Attest: _____
City Clerk Pamela J. Lopez

APPENDIX A

PEU BARGAINING UNIT CLASSIFICATIONS

<u>Job Title</u>	<u>Job Code</u>
Customer Service Rep	4005
Bldg/Str Maintenance Mechanic	3022
Administrative Secretary	1060
Equipment Operator II	3042
System Operator II	4042
PC Technician	1222
Energy Auditor I	4592
GIS Planner	4180
Solid Waste Foreman-Garb/Recyc	3064
Groundskeeper II	3142
Traffic Maintenance Tech	3155
Lifeguard	7535
Chief Equipment Specialist	3037
Stormwater Technician I	1900
System Operator II-GIS	4044
Library Specialist	7025
Street Sweeper Operator I	3189
Community Code Officer	1547
Accountant I	1130
HVAC Technician	3131
Equipment Operator III-Lead	3045
Solid Waste Technician	3060
Network Administrator-Microsoft	1224
Groundskeeper III	3139
Accounts Payable Manager	1128
Senior System Operator	4043
Lead Maintenance Technician	3149
Purchasing Agent	1331
Equipment Operator IV-Utility	3047
Equipment Mechanic	3035
Plumber	3126
Electrician	3189
Recycling Coordinator	3061
Customer Service Cashier	4006
Librarian I	7046
MD Inspector	1589
Refuse Collections Coordinator	1854

Carpenter	3123
Community Planner	1952
Groundskeeper – PT	3138
Irrigation Maint Tech/Gardener	3146
Licensing Officer/Permit Spec	1523
Licensing/Permit Technician	1497
Public Services Coordinator	1853
Housing Planner	1949
Solid Waste Foreman Bulk Waste	3062
Garage Store Specialist/Svc Wr	3029
SCADA & Control Programmer	4071
Chemical Technician/Gardener	3144
Painter	3120
Receptionist	1051
Resource Programmer	4072
Community Code Technician	1549
Senior Community Code Officer	1546
Administrative Assistant	1875

APPENDIX B

Travel Resolution: 57-2012 adopted December 4, 2012

57-2012

RESOLUTION NO. 57-2012 OF THE CITY OF LAKE WORTH, FLORIDA; REPLACING RESOLUTION NO. 41-2007; AMENDING THE TRAVEL PROVISIONS OF THE CITY OF LAKE WORTH TRAVEL POLICY AND PERSONNEL POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth desires to provide an equitable and consistent per diem and travel expense policy throughout the organization for city officers and other authorized persons as defined in section 166.021(9), Florida Statutes; and

WHEREAS, the City of Lake Worth requires sufficient protocols to properly manage travel costs by city officers and other authorized persons when performing travel as authorized by the city; and

WHEREAS, section 166.021(9), Florida Statutes, authorizes the City Commission to develop a per diem and travel expense policy that exempts the city officers and other authorized persons from the specific requirements of section 112.061 Florida Statutes; and,

WHEREAS, the City Commission for the City of Lake Worth finds that an equitable, consistent per diem and travel expense policy for city officers and other authorized persons pursuant to section 166.021(9), Florida Statutes, serves a valid public purpose.

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

Section 1. The City Commission of the City of Lake Worth, Florida hereby replaces Resolution No. 41-2007; the travel provisions contained in Section 12 of the City of Lake Worth Personnel Policy; and, any other inconsistent travel policy of the City with the per diem and travel expense policy set forth herein.

Section 2. The City Commission hereby assigns the responsibility of developing detailed policies and procedures for implementation of this resolution to the City Manager.

Section 3. The City Commission hereby determines that city officers and other authorized persons as defined in section 166.021(9), Florida Statutes, may be reimbursed for the following classes of travel within the following policy parameters:

TRAVEL CLASSES

Class A: Continuous travel of twenty-four hours or more away from the City.

Class B: Continuous travel of less than twenty-four hours that involves an overnight absence from the City.

Class C: Travel for short or day trips where the traveler is not away from the City overnight.

MEAL ALLOWANCE

Based on the following schedule:

Breakfast - When travel period begins before 6:00 a.m. and extends beyond 8:00 a.m.

Lunch - When travel period begins before 12:00 Noon and extends beyond 2:00 p.m.

Dinner - When travel period begins before 6:00 p.m. and extends beyond 8:00 p.m., or when travel occurs during night time hours due to special assignments.

Meal reimbursements amounts shall be as follows:

All Class A and Class B travelers will be given a per diem meal allowance when traveling on official City business up to the amount permitted for meals as follows:

Breakfast	\$ 8.00
Lunch	\$15.00
Dinner	\$20.00

No meal allowance will be given for Class C travel

MILEAGE ALLOWANCE

Mileage allowance at a fixed rate of the then prevailing IRS vehicle reimbursement rate if a personal vehicle is allowed in lieu of a City vehicle in accordance with the City Manager's Travel reimbursement Policy/Procedure.

LODGING AND INCIDENTALS

The traveler will be reimbursed for actual expenses for lodging (at single occupancy rates) as well as travel and incidental expense as described in the City Manager's Travel reimbursement Policy/Procedure.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

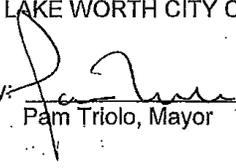
Section 5. This Resolution shall take effect immediately upon its passage.

The passage of this Resolution was moved by Commissioner Amoroso, seconded by Commissioner Szerdi, and upon being put to a vote, the vote was as follows:

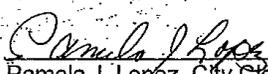
Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	NAY
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

The Mayor thereupon declared this Resolution duly passed and adopted this 4th day of December, 2012.

LAKE WORTH CITY COMMISSION

By: 
Pam Triolo, Mayor

ATTEST:

By: 
Pamela J. Lopez, City Clerk



APPENDIX C

Pension MOU

MEMORANDUM OF UNDERSTANDING
By and between
The City of Lake Worth, Florida
And
The Lake Worth Public Employees Union

~~There shall be a member of the Union present to receive pension information when the Pension Consultants present their findings and recommendations to the City. The City requests that the Union representative be a full-time, permanent employee in PEU or PMSA.~~

FOR THE CITY: _____ FOR THE UNION:

Date Date

APPENDIX D

Healthcare MOU

MEMORANDUM OF UNDERSTANDING
By and between
The City of Lake Worth, Florida
And
The Lake Worth Public Employees Union

The City agrees to invite a member of the Union to be present in meetings to discuss various Health and Dental options available each year of the agreement. The City requests the participating Union representative be enrolled in the City of Lake Worth Health Plans.

FOR THE CITY: _____ FOR THE UNION: _____

Date _____ Date _____



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 07, 2016 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION OR MOMENT OF SILENCE:**
3. **PLEDGE OF ALLEGIANCE:**
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Eden Place Neighborhood Association
 - B. Employee Pension Plan
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Approve a two year renewal option with Oceanside Beach Services for beach equipment concession rentals at the municipal beach.
 - B. Agreement with Aquifer Maintenance & Performance Systems, Inc. for Wellfield Performance Maintenance & Rehabilitation Services.
 - C. Approve purchase of compact rear loader Refuse truck
 - D. Interlocal Agreement with Palm Beach County regarding the one cent sales tax.

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION: (there is no public comment on Presentation items)

1) Update on the electric utility system

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

16. ADJOURNMENT:

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

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.