



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, OCTOBER 07, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Offered by Father Paul Rasmus, St. Andrew's Episcopal Church
3. **PLEDGE OF ALLEGIANCE:** Led by Vice Mayor Scott Maxwell
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Update provided by the Vernon Heights Neighborhood Association
 - B. Update provided by the Board of Trustees Firefighters' Pension Trust Fund
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
 - A. Special City Commission Meeting - September 23, 2014
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Resolution No. 56-2014 - restatement of Resolution Nos. 18-2008 and 70-2013 to provide a clearer method of stating these Utility (Water/Sewer/Electric) fees and deposit requirements
 - B. Resolution No. 57-2014 - restatement of Resolution No. 48-2014 to provide a clearer method of stating the Fiscal Year 2014/15 electric rate fees
 - C. Resolution No. 58-2014 - Amendment 001 to the CDBG Interlocal Agreement for the 9th Avenue South greenway improvements project

- D. Resolution No. 59-2014 - Amendment 001 to the CDBG Interlocal Agreement for the 10th Avenue South roadway improvements project
- E. Resolution No. 60-2014 - Amendment 002 to the CDBG Interlocal Agreement for the 7th Avenue South roadway improvements project
- F. Resolution No. 61-2014 - Amendment 002 to the CDBG Interlocal Agreement for the 5th Avenue North greenway improvements project
- G. Resolution No. 62-2014 - appoint City representatives to the Metropolitan Planning Organization's Technical Advisory Committee (TAC)
- H. Change Order No. 1 with All Webbs Enterprises, Inc for additional work on the Rehabilitation of Surficial Aquifer Well 9R project
- I. Agreement with Sulphuric Acid Trading Company Inc. to purchase water treatment chemicals
- J. Agreement with Harcros Chemicals to purchase caustic soda

10. PUBLIC HEARINGS:

- A. Ordinance No. 2014-25 - Second Reading and Public Hearing - exempt the City from the Uniform Municipal Election Act
- B. Ordinance No. 2014-26 - Second Reading and Public Hearing - amend the candidate qualifying filing period
- C. Ordinance No. 2014-27 - Second Reading and Public Hearing - amend the Oath of Candidate form

11. UNFINISHED BUSINESS:

- A. Appoint an elected official to the evaluation committee for the Beach Complex Invitation to Negotiate (ITN #14-211)

12. NEW BUSINESS:

- A. Settlement Agreement and General Release between Street Outdoor, LLC, et al and the City

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:

A. October 21, 2014 Draft Commission Agenda

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.



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AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Update provided by the Vernon Heights Neighborhood Association

SUMMARY:

Ms. Theresa Leiser, Chairperson, will advise the Commission on activities in the Vernon Heights neighborhood.

BACKGROUND AND JUSTIFICATION:

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Vernon Heights Neighborhood Association was on February 21, 2012.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



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AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: City Clerk

TITLE:

Firefighters' Pension Trust Fund update

SUMMARY:

Mr. Mark Lamb will provide an update to Commission on activities that have taken place over the past several months.

BACKGROUND AND JUSTIFICATION:

The board members shall administer the Relief and Pension Fund and decide all claims to relief. Members serve two-year terms. The last update provided by the Firefighter's Pension Trust Fund was on March 19, 2013.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

**MINUTES
CITY OF LAKE WORTH
SPECIAL MEETING OF THE CITY COMMISSION
SEPTEMBER 23, 2014 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by Pastor Sherry Colby of Victory Worship Center.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner John Szerdi.

4. AGENDA - Additions/Deletions/Reordering:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to waive the rules to:

- Add to Presentations, Item C – Proclamation declaring September 21-28, 2014 as Lee Antieau Appreciation Week;
- Reorder Consent Agenda, Item J to New Business as Item F - Contract with Akerman, LLC for governmental affairs consulting services;
- Reorder Consent Agenda, Item G to New Business as Item G – Agreement with ValleyCrest Golf Course Maintenance, Inc. for golf course ground maintenance service;
- Add to Consent Agenda, Item M – Ratify the appointment of board members; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Update provided by Murry Hills Neighborhood Association

Ron Exline and Betty Anderson, Representatives, provided an update on

Murry Hills Neighborhood Association's residence sizes, by-laws, and activities.

B. Update provided by Community Redevelopment Agency

Joan Oliva, Executive Director, provided an update on the Community Redevelopment Agency's (CRA's) accomplishments, tax increment revenues between 2014 and 2015, total market value over base year value, revenues and operating expenses between 2012 and 2015, activities, highlights of the Lake Worth Neighborhood Stabilization Program 2 (NSP2), bikeway/pedestrian trail on 5th Avenue South, way-finding project, LaJoya Villages project, LULA's murals, opening the Armory Art Center at the former shuffleboard courts, and special events.

Comment/request summaries:

1. Vice Mayor Maxwell requested the CRA come back to the Commission at a future meeting to explain Tax Incremental Finance funding.
2. Mayor Triolo requested CRA updates be regularly scheduled on the Commission's agenda, not as a Presentation, so that lengthy discussion could be had.

C. (Added) Proclamation declaring September 21-28, 2014 as Lee Antieau Appreciation Week

Commissioner McVoy read a proclamation declaring September 21-28, 2014 as Lee Antieau Appreciation Week.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Szerdi: provided an update on Treasure Coast Regional Planning Council meeting discussions, said he would bring back information about the tri-rail link and All Aboard Railway project to the Commission, announced The Cottages would be releasing their book soon promoting cottages located in the City, and said the next Evenings on the Avenue was on October 3, 2014.

Commissioner Amoroso: announced his attendance at the Mayor's Literary luncheon event; said he volunteered to read to elementary school-age students and said he hoped neighborhood association members would also volunteer to read on October 21, 2014; cited holiday events coming up; and announced the "My Local Hero" box would be placed in City Hall in December.

Commissioner McVoy: announced that a Clarion Call for Action on Climate march was held in New York City, said the New York Times published an

advertisement about the threats faced from climate change, commented that companies were moving forward with carbon pricing champions to help as incentives, the Rockefeller Foundation was divesting from use of fossil fuel, said there was an article about "Keeping a Rising Sea at Bay," Global Rise reported on greenhouse gas emissions in 2013, Germany getting 30% of their power from renewable energy sources, and spoke about possibilities for Lake Worth.

Comment/request summaries:

1. Mayor Triolo suggested discussing climate change issues at a future work session.
2. Vice Mayor Maxwell asked when Code Compliance issues would be scheduled.

City Manager Bornstein replied that Code Compliance discussion was scheduled on the October 14, 2014, Commission work session.

Commissioner McVoy suggested staff reach out to residents for their help in organizing the City's presentation on Code Compliance from the residents' angle.

Mayor Triolo: said she read a Constitution Proclamation at the Daughters of the American Revolution luncheon last weekend, congratulated staff on their presentation about infrastructure during the Metropolitan Planning Organization meeting, announced the death of AnnaMaria Windisch-Hunt's husband last week, and asked for a moment of silent prayer.

7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Peter Timm, Margaret Menge, and Loretta Sharpe.

Comment/request summaries:

1. Mayor Triolo commented that, if anyone knew what she was thinking, then they would be incorrect. She said she listened and respected everyone, believed that there was only one Judge, and believed in not putting out negativism. She commented that she would never intentionally hurt anyone and took the punches and weekly flogging from people for the betterment of the community. She invited everyone to view a video on her facebook; commented that she was open, honest, and returned every email she saw. She said she was always available, people could contact her, and had invited people into her home and into

her life. She stated that she would not sit on the dais and intentionally hurt anyone and asked everyone to respect everyone. The City could not move forward without the community respecting each other. She commented that she would “keep up the good fight,” would not be intimidated, and would not back down.

2. Commissioner McVoy suggesting a link on the City’s homepage to the Commission’s agenda.

8. PUBLIC HEARINGS:

A. Resolution No. 44-2014 – Second Public Hearing – establish the Fiscal Year 2014-15 tentative general City millage rate

Mayor Triolo announced that the advertisement for both the millage rate and budget was made.

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 44-2014 OF THE CITY OF LAKE WORTH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to approve Resolution No. 44-2014 which adopted the final operating millage of 5.4945 for the 2014-2015 Fiscal Year.

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

B. Resolution No. 45-2014 – Second Public Hearing – adopt the Fiscal Year 2014-15 City budget

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 45-2014, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Action: Motion made by Commissioner Szerdi to approve Resolution No. 45-2014 on second public hearing to adopt the final Fiscal Year 2014-2015 annual operating budget of the City of Lake Worth. Motion died for lack of a second.

Comment/request summaries:

1. Commissioner McVoy commented that he was okay with the budget, but was concerned that there was little money in it for road improvements. He said this was inconsistent with statements made to the public about the need for road improvements. The issuance of General Obligation Bonds to pay for road improvements was defeated at the August 26, 2014, referendum election. He said he was concerned about reducing contributions from the Electric Fund to the General Fund, but not finding a way to continue providing services.
2. Commissioner McVoy commented that he had a strong commitment to climate change and taking preventative measures; however, there was no funding resources in the budget for both. He commented that he would vote against the budget.
3. Vice Mayor Maxwell asked why all five of the elected officials went through the budget process and now some of them did not want to adopt the budget. There was no money for road improvements; however, there was \$200,000 in the budget to fix potholes. The Commission worked hard to identify disincentives and lowered the electric rates for the past several years. Now there was talk about increasing the electric rates. He commented that there were fundamental problems that needed to be fixed and he supported the budget.
4. Commissioner Szerdi commented that the budget was vetted, there were plenty of preventative measures in the budget for rising waters and climate control, and money for sea level rise. He commented that, to hold up the budget at this time, was foolish. Discussion about reducing the electric rate was had and said he did not recall any different opinion being made by the Commission.
5. Commissioner Amoroso commented that he voted against the budget on first reading, everyone did not read the budget, and he was not comfortable with answers to his questions. He commented that the Finance Department had staff taking Certified Public Accounting training; however, there was no policy and procedure in place to deal with employees' problems. Department Directors had said they were losing staff because of higher paying jobs elsewhere. He said he was not comfortable with the lack of policies and procedures. The Commission saved the Customer Service Division from being outsourced, but their

budget was cut and their staff were part time employees. He said he was not comfortable with part time employees handling cash and not comfortable with the 0.5% electric rate reduction. The Commission needed to know how their decisions affected administration's operation. He commented that the Commission was presented with the budget in pieces during the budget work sessions.

6. Commissioner McVoy commented that the Commission did not address whether services were being under provided.
7. Vice Mayor Maxwell commented that the Commission had to place a level of confidence in administration. They had to work together as a team and stop nitpicking portions of the budget. There was a lot of things in the budget that he did not like; however, the budget could not be picked apart and approved in piecemeal.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve Resolution No. 45-2014 on second public hearing to adopt the final Fiscal Year 2014-2015 annual operating budget of the City of Lake Worth.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioner Szerdi. NAYS: Commissioners McVoy and Amoroso.

Mayor Triolo recessed the meeting at 7:39 PM and reconvened at 7:53 PM. Commissioner McVoy was not present.

Mayor Triolo announced that she did not ask for public comment on the millage and budget issues because no one had submitted a comment card. She asked if anyone wanted to speak on either item.

Peggy Fisher said five budget meetings over the past eight months were held. There was a lot of information to consume. If the Commission did not want to vote on the budget, then they could do that; however, there was a lot of politicking going on at the dais. She said she was dismayed about the comments being made about money the City did not have or about sea level rise issues. There was no discussion about sea level rise when the Casino Building was being built. She said she appreciated all of the budget work sessions held; however, this discussion should have been had during those work sessions. By the time the budget was being presented at the public hearing meetings, the Commission should have been comfortable with the document.

Commissioner McVoy returned to the meeting at 7:55 PM.

C. Ordinance No. 2014-24 – Second Reading and Public Hearing – designate the restricted/committed/assigned fund balances for Fiscal Year 2014 in accordance with GASB 54

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-24 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING COMMITTED FUND BALANCES; DESIGNATING THE CITY MANAGER TO ASSIGN FUND BALANCES IN ACCORDANCE WITH THE CITY OF LAKE WORTH CODE; AND PROVIDING FOR THE EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve Ordinance No. 2014-24 on second reading to designate the Committed Fund Balances for Fiscal Year 2014 in accordance with GASB 54.

Mayor Triolo announced that it was time for public comment. No one from the public commented.

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

9. APPROVAL OF MINUTES:

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

- A. Special City Commission Meeting – September 5, 2014**
- B. Special City Commission Meeting – September 9, 2014**
- C. City Commission Work Session – September 16, 2014**

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

10. CONSENT AGENDA:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve the Consent Agenda less Items G and J and the addition of Item M.

- A. Resolution No. 55-2014 – amend the Fiscal Year 2013/14 budget for final review and expenditure variances**

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 55-2014, 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, 2013 AND ENDING SEPTEMBER 30, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution No. 51-2014 – establish the rates and charges for the City sub-regional sewer utility

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 51-2014 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF THE REGIONAL SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR CONFLICTING PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

C. Interlocal agreement between the Cities of Boynton Beach and Lake Worth, and Hypoluxo & I-95 Holdings, LLC to supply potable water and wastewater service to Hypoluxo Shoppes properties

D. First Amendment to an agreement with D.S. Eakins Const. Corp. for crews and equipment for specialized underground utility repairs

E. Purchase a pickup truck from Alan Jay Fleet Sales for the Refuse Division

F. Amendment No. 2 to an agreement with Image Janitorial Services, Inc. for custodial services

G. (Reordered to New Business as Item G) Agreement with ValleyCrest Golf Course Maintenance, Inc. for golf course ground maintenance service

H. Lake Worth Public Library Annual Plan of Service for Fiscal Year 2014-2015 and Long Range Plan for Fiscal Years 2014-2017

I. Ratify the appointment of a board member to the Library Board

J. (Reordered to New Business as Item F) Contract with Akerman, LLC for governmental affairs consulting services

- K. Purchase Order with Preferred Government Insurance Trust (PGIT) to provide excess property and liability insurance coverage for Fiscal Year 2014-2015**
- L. Renew agreement with F.A. Richards & Associates, Inc. for claims administration related to workers' compensation, property, auto, general liability, and EMT liability**
- M. (Added) Ratify the appointment of board members**

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

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

- A. Ordinance No. 2014-25 – First Reading - exempt the City from the Uniform Municipal Election Act and schedule the public hearing date for October 7, 2014**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-25 OF THE CITY OF LAKE WORTH, FLORIDA, EXEMPTING THE CITY OF LAKE WORTH FROM THE PROVISIONS OF LAWS OF FLORIDA CHAPTER 83-498 BY OPTING OUT OF THE PROVISIONS FOR UNIFORM FILING DATES AND RATIFYING THE FILING DATES SPECIFIED BY THE CITY CHARTER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Ordinance No. 2014-25 on first reading and schedule the public hearing date for October 7, 2014.

Mayor Triolo announced that this was the time for public comment. No one from the public commented.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners Amoroso and Szerdi. NAYS: Commissioner McVoy.

- B. Ordinance No. 2014-26 – First Reading – amend the candidate qualifying filing period and schedule the public hearing date for October 7, 2014**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-26 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING SECTION 2-14.1 OF CHAPTER 2 OF THE CODE OF ORDINANCES REGARDING CANDIDATE QUALIFYING PERIOD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2014-26 on first reading and schedule the public hearing date for October 7, 2014.

Mayor Triolo announced that this was the time for public comment.

Peggy Fisher asked if municipalities in other counties had their qualifying period end 30 or 90 days before an election. She said she supported the ordinance because it provided more time for the City Clerk to do her job and it was appropriate to give the City Clerk the time she needed to prepare for an election.

Lengthy discussion ensued regarding the need for 90 days, other municipalities having to change their qualifying period due to a 2016 Presidential Primary new law, and the 90 day period being the same as the City's 2008 through 2012 November elections.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners Amoroso and Szerdi. NAYS: Commissioner McVoy.

C. Ordinance No. 2014-27 – First Reading – amend the Oath of Candidate form and schedule the public hearing date for October 7, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-27 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II, ELECTIONS, SECTION 2-15 OF THE CODE OF ORDINANCES BY AMENDING THE OATH FOR CANDIDATES OF PUBLIC OFFICE REQUIRED FOR CANDIDATES TO ANY ELECTIVE OFFICE OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

City Clerk Lopez explained that this Ordinance amended the City's Oath of Candidate form to add a provision for the candidate's Florida voter registration number and phonetic spelling of the candidate's name as they

wanted it to be pronounced on the audio ballot.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Ordinance No. 2014-27 on first reading and schedule the public hearing date for October 7, 2014.

Mayor Triolo announced that this was the time for public comment. No one from the public commented.

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

D. Terminate a contract with Central Palm Beach County Chamber of Commerce

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve terminating, for convenience, a contract with the Central Palm Beach County Chamber of Commerce.

City Manager Bornstein explained that the City's law enforcement agreement with the Palm Beach Sheriff's Office provided coverage for certain events. In the past, the City worked with the Chamber of Commerce, but now they were focusing on their core values, which did not include participating in City events.

Juan Ruiz, Leisure Services Director, explained that the Chamber of Commerce's contract included two City special event slots which used law enforcement officers. In order for the City to use those law enforcement officers for its special events, the Chamber of Commerce's contract needed to be terminated with an effective date of September 30, 2014. He said that, without a terminated contract, the City could not amend its agreement with the Palm Beach Sheriff's Office for law enforcement services during two City events.

Comment/request summary:

1. Mayor Triolo requested discussion on the Chamber of Commerce's Lake Worth building be scheduled at a future meeting.

Mayor Triolo announced that this was the time for public comment.

Loretta Sharpe said she was upset about the Lake Worth Chamber of Commerce building being for sale and no longer having a Chamber of Commerce in the City.

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

E. Appoint an elected official to the evaluation committee for the Beach Complex Invitation to Negotiate (ITN #14-211)

Juan Ruiz, Leisure Services Director, explained that the Invitation to Negotiate (ITN) was a process that allowed flexibility in the types of concepts that could be considered for the Casino/Ballroom and Pool. He said proposals would be reviewed, vetted, and negotiated to insure the best possible outcomes for the City. An evaluation committee, to review the proposals, would include a member from the City Commission, Finance Advisory Board member, and staff.

Action: Motion made by Commissioner McVoy to appoint himself to serve on the Evaluation Committee for Invitation to Negotiate #14-211. Motion died for lack of a second.

Consensus: Reschedule the item to the October 7, 2014, Commission agenda as an Unfinished Business item.

F. (Formerly Consent Agenda, Item J) Contract with Akerman, LLC for governmental affairs consulting services

Vice Mayor Maxwell announced that the City was building relationships with County, State, and Federal agencies. He said the City contracted with a firm to seek federal funding, and the City was doing okay with informing the County Commission of its needs. This item was to contract with a firm to represent the City in the upcoming State Legislative Session. This contract was under the City Manager's purchasing threshold and he could have approved it without Commission approval; however, for transparency purposes, the item was placed on the agenda for Commission action.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to contract with Akerman, LLP.

Mayor Triolo announced that this was the time for public comment.

Loretta Sharpe said she remembered a time when the City had two lobbyist in Tallahassee because the Commission could not go there on a regular basis. She commented that she supported this item.

Comment/request summary:

1. Commissioner McVoy commented that he preferred the firm would create a Legislative Program rather than "pitch" what was proposed by staff.

City Manager Bornstein replied that the contract included the creation of

a Legislative Program.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners Amoroso and Szerdi. NAYS: Commissioner McVoy.

Richard Pinsky, Akerman, LLC, explained that the City had a brand and it would be his job to bring that brand to Tallahassee.

G. (Formerly Consent Agenda, Item G) Agreement with ValleyCrest Golf Course Maintenance, Inc. for golf course ground maintenance services

Commissioner Amoroso left the meeting at 9:24 PM.

Juan Ruiz, Leisure Services Director, explained that an Invitation For Bid was released which included a provision for providing higher staffing levels, more maintenance equipment, and stronger applications of fertilizer and weed control chemicals to accomplish the City's goal to have the best conditioned golf course. After reviewing all proposals, staff recommended ValleyCrest Golf Course Maintenance, Inc. be awarded an agreement because they offered the best value to the City.

Commissioner Amoroso returned to the meeting at 9:28 PM.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve an agreement with ValleyCrest Golf Course Maintenance, Inc.

Mayor Triolo announced that this was the time for public comment. No one from the public commented.

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

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

There were no Lake Worth Electric Utility Consent Agenda items on the agenda.

B. PUBLIC HEARING:

There were no Lake Worth Electric Utility Public Hearing items on the agenda.

C. NEW BUSINESS:

There were no Lake Worth Electric Utility New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

15. CITY MANAGER'S REPORT

A. October 7, 2014 – draft Commission agenda

City Manager Bornstein introduced Germaine English as the new Human Resources Director.

16. ADJOURNMENT:

Action: Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to adjourn the meeting at 9:32 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: October 7, 2014

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



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Resolution No. 56-2014 - restatement of resolutions 18-2008 and 70-2013 to provide a clearer method of stating these Utility (Water/Sewer/Electric) fees and deposit requirements.

SUMMARY:

This Resolution moves Utility (water/sewer/electric) fees and deposit requirements into a central fee and charges document as has been implemented over for the past 2 fiscal years. The charges for various services should be reviewed and revised where necessary on an annual basis in order to provide resources to fund the each year's upcoming budget.

BACKGROUND AND JUSTIFICATION:

This is the next phase of implementing the central fee and charge Resolutions.

The City Charter, code of ordinances and Florida Statutes give the City Commission authority to set fees and charges for City Utility services. The City has been bringing all fees and charges into a central document as a way to provide clarity and transparency to City service users and to provide an easy mechanism to annually review City charges.

The existing schedule for Utility fees and deposit requirements has been reviewed and revised and the attached schedule represents a reasonable reimbursement to the City for cost in providing these services for the 2014-2015 fiscal year.

MOTION:

I move to approve/disapprove Resolution No. 56-2014 restatement of resolutions 18-2008 and 70-2013 to provide a central document housing Utility (Water/Sewer/Electric) fees and deposit requirements.

ATTACHMENT(S):

Fiscal Analysis Impact – not applicable
Resolution

1
2
3 RESOLUTION NO. 56-2014 OF THE CITY OF LAKE WORTH, FLORIDA,
4 SUPERCEEDING RESOLUTION 18-2008 - SECTIONS 4 THROUGH 14 AND
5 SECTIONS 16 THROUGH 22 - AND RESOLUTION 70-2013 OF THE CITY OF
6 LAKE WORTH; AMENDING RESOLUTION 47-2014 TO PROVIDE EXHIBIT
7 "B" ESTABLISHING UTILITY RELATED DEPOSIT REQUIREMENTS;
8 PROVIDING FOR INTEREST PAYMENTS ON ALL DEPOSITS;
9 ESTABLISHING AND REVISING CERTAIN FEES, CUSTOMER AUTOMATIC
10 PAYMENT INCENTIVES AND CHARGES RELATING TO UTILITIES SERVICE
11 AND BILLING; PROVIDING FOR CONFLICTS; AND PROVIDING AN
12 EFFECTIVE DATE.

13
14 WHEREAS, the City Commission adopted a comprehensive fee and
15 charges structure for the first time for the 2012-2013 fiscal year for City
16 services; and

17
18 WHEREAS, the City Commission wishes to continue that comprehensive
19 schedule of fees, deposits and charges for Fiscal Year 2014-2015; and

20
21 WHEREAS, the City Commission desires to add utility related
22 requirements for deposits and service fees to the comprehensive schedule; and

23
24 WHEREAS, the City Commission finds the addition of utility related
25 requirements for deposits and service fees to the comprehensive schedule
26 serves a valid public purpose.

27
28 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
29 OF THE CITY OF LAKE WORTH, FLORIDA, that:

30
31 Section 1. The foregoing recitals are incorporated into this Resolution as true
32 and correct statements.

33
34 Section 2. The schedule of fees and charges for the 2014-2015 fiscal year
35 which is attached hereto as Exhibit "B" and incorporated herein is hereby
36 adopted.

37
38 Section 3. Except as revised herein all other fees and charges adopted by the
39 City remain unchanged.

40
41 Section 4. All Resolutions or parts of Resolutions in conflict herewith are
42 hereby repealed.

43
44 Section 5. If any provision of this resolution or the application thereof to any
45 person or circumstances is held invalid, the invalidity shall not affect other
46 provisions or applications of this Resolution which can be given effect without
47 the invalid provision or application and to this end the provisions of this
48 Resolution are declared severable.

50 Section 6. This Resolution shall take effect upon adoption.

51

52 The passage of this Resolution was moved by Commissioner _____,
53 seconded by Commissioner _____, and upon being put to a vote, the vote was
54 as follows:

55

56 Mayor Pam Triolo
57 Vice Mayor Scott Maxwell
58 Commissioner Christopher McVoy
59 Commissioner Andy Amoroso
60 Commissioner John Szerdi

61

62 The Mayor thereupon declared this Resolution duly passed and adopted
63 on this 7th day of October, 2014.

64

65

LAKE WORTH CITY COMMISSION

66

67

68

69

By: _____
Pam Triolo, Mayor

70

71 ATTEST:

72

73

74

75 _____
Pamela J. Lopez, City Clerk

76



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs

<p>Utility Customer Services</p>	<p><u>Section 1. Deposits.</u></p> <p>(A) Generally</p> <p>Before any person shall be entitled to utility service, he/she or the entity must pay a security deposit to the City unless specifically waived herein. Any security deposit may be applied by the City at any time in satisfaction of indebtedness for utility services which may be or become due to the City by the customer. After such application, the remainder thereof may be applied in discharge of any indebtedness of the customer to the City whatsoever and the City may use said deposit as if the City were the absolute owner thereof. This deposit shall not preclude the City from discontinuing, for non-payment, any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.</p> <p>(B) Residential Service</p> <p>The initial service deposit for residential utility service in the name of an individual(s) shall be established by consumer information received from a centralized database containing credit and consumer data information pertaining to the payment history of utility bills and other services ("Consumer Information Check" hereafter). The source of the Consumer Information Check may be without limitation credit information, consumer information, credit scoring services, fraud detection, and criminal records provided by national credit reporting repositories, and national criminal record databases, and/or local county systems.</p> <p>The Consumer Information Check will determine the amount, if any, of the deposit required to establish service. The specific amount of the deposit shall be as follows:</p> <p>(1) Individual(s) whose Consumer Information Check suggests a substantial risk of delinquency shall pay a deposit of two and one-half (2.5) times the average or estimated monthly billing at the location rounded to the nearest Fifty Dollars (\$50).</p> <p>(2) Individual(s) whose Consumer Information Check suggests a moderate risk of delinquency shall pay a deposit of one (1.0) times the average or estimated</p>	
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SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs
	<p>monthly billing for electric service and/or Fifty Dollars (\$50) for water service per unit.</p> <p>(3) Individual(s) whose Consumer Information Check suggests no risk of delinquency shall not be required to pay a deposit.</p> <p>The risk of delinquency shall be established based on information revealed in the Consumer Information Check as reviewed by the city and/or its designee.</p> <p>An individual(s) who fails to provide the proper identification as required on the application for service; who initially provides false information; or, who has no Consumer Information Check history, shall be charged the same deposit as those individual(s) whose Consumer Information Check suggests a high risk of delinquency.</p> <p>Once service is established, the City reserves the right to update an individual(s) Consumer Information Check and require a deposit or an increase in the deposit if the updated Consumer Information Check reveals an increase in risk of delinquency. The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification. Failure to pay the additional deposit amount may result in disconnection of service.</p> <p>The initial service deposit for residential utility service in the name of an entity (corporation, partnership, company, etc.) shall be as set forth below for Non-Residential (Commercial) General Service.</p> <p>(C) Non-Residential (Commercial) General Service</p> <p><u>Electric</u></p> <p>The initial service deposit for electric utility service shall be the greater of Two Hundred Seventy Five Dollars (\$275) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).</p>	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs
	<p><u>Water and/or Sanitary Sewer</u></p> <p>The service deposit for water and/or sanitary sewer service shall be the greater of Three Hundred Dollars (\$300) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).</p> <p>No non-residential (commercial) electric or water/sewer deposit shall be waived. However, deposits for service to any unit of federal, state or local government are waived as are deposits for service to any organization having a valid State of Florida tax exempt certificate as long as such organization is assessed no more than one (1) delinquent late fee in the most recent twelve (12) month period.</p> <p>In lieu of a cash deposit, a surety bond or an irrevocable letter of credit, as approved by the utility customer service manager or designee, may be accepted for non-residential (commercial) general service.</p> <p><u>Section 2. Deposit Review/Adjustment Policy.</u></p> <p>(A) Residential</p> <p>In addition to the City's reserved right to periodically update an individual(s)' Consumer Information Check and revise the required residential deposit accordingly, the City shall require an adjustment of a residential deposit balance under the following circumstances:</p> <ol style="list-style-type: none"> 1. One (1) disconnect for non-payment; 2. One (1) dishonored check; 3. Four (4) delinquent payments within current twelve (12) month period; 4. Balance due on a prior final bill; 5. Evidence of Illegal Use; or, 6. Any other evidence to suggest a higher risk of delinquency. <p>If any of the above exist, the residential account balance shall be</p>	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs

	<p>adjusted to the amount required for an individual whose Consumer Information Check suggests a high risk of delinquency.</p> <p>(B) Non-Residential (Commercial) General Service.</p> <p>The City shall require an adjustment of a non-residential deposit balance under the following circumstances:</p> <ol style="list-style-type: none"> 1. One (1) disconnect for non-payment; 2. One (1) dishonored check; 3. Four (4) delinquent payments within current twelve (12) month period; 4. Balance due on a prior final bill; or, 5. Evidence of Illegal Use. <p>If any of the above exist, the non-residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).</p> <p>(C) An existing customer may request a deposit status review and the review will be used to bring the account into compliance with the requirements herein.</p> <p>(D) The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification. Failure to pay the additional deposit amount may result in disconnection of service.</p> <p><u>Section 3. Refund of Residential Service Deposits.</u></p> <p>(A) Residential service deposits shall be refunded to the depositor(s) after a continuous service period of twenty-five (25) months provided that the customer has a satisfactory payment record; the customer has not, in the previous twelve (12) months, made more than one (1) late payment of a bill; had a check returned for non-payment of a utility bill; has not engaged in any Illegal Use; left an unpaid balance from a previous account; and, does not have any other</p>	
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SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs
	<p>indebtedness to the City.</p> <p>(B) Refund of a deposit for an active utility account(s) shall be in the form of a credit to the corresponding account(s). Refund of deposit for closed accounts will be in the form of a check payable to the person or persons who established said utility deposit. In the event of a deceased depositor, refund will be to the estate or pursuant to Court order.</p> <p><u>Section 4. Commercial Deposits - Non-Refundable.</u></p> <p>No commercial deposit shall be refunded until the service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid.</p> <p><u>Section 5. Interest on Deposits.</u></p> <p>Deposits paid to and held by the City of Lake Worth shall accrue simple interest. The interest on the customer's deposit shall be effective after the customer's service and the deposit have been in existence for a continuous period of six (6) months.</p> <p>The following procedure shall be utilized:</p> <p>(A) Deposit amounts shall be received and properly receipted in accordance with established procedures.</p> <p>(B) Each year, during the month of September, the City of Lake Worth shall establish the percentage rate to be applied on those monies on deposit on September 30 of that year. The percentage rate to be applied shall be based on the interest earned by the city for the deposits less a reasonable administrative fee for administration of the deposits. The City Manager shall be vested with the authority to approve the percentage rate to be applied and associated administrative fee.</p> <p>(C) Each year during the month of October, the accrued interest shall be credited and applied to the customer's account as payment towards the current bill. If the monies have not been on deposit for the entire year, the credit will be adjusted to reflect the actual number of months that the monies have been on deposit.</p>	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs
	<p><u>Section 6. Service Charge.</u></p> <p>(A) Initial Service or Transfer of Service.</p> <p>(1) Initial application for utility service(s). This charge is due at the time of application.</p> <p>(2) Application for transfer of utility service(s) from one service address to another. This charge is due at the time of application.</p> <p>(B) Connections/Disconnections/Reconnections.</p> <p>(1) Initial connection, transfer of service, or a connection for an existing account, PER METER:</p> <p>(a) Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays. This charge is due at the time the service is requested.</p> <p>(b) All other times where service is requested by 10:00 P.M. and service personnel are on duty and are available. This charge is due at the time the service is requested.</p> <p>(2) Disconnection when terminating service:</p> <p>(a) Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays, no charge.</p> <p>(3) Reconnection of service at meter after disconnection for non-payment or violation of a rule or regulation shall require full payment of the total outstanding balance and the appropriate reconnection fee to the City. The PER METER service charge shall be:</p> <p>(a) Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays.</p> <p>(b) All other times where service is requested by 10:00 P.M. and service personnel are on duty and are available. This charge is due at the time the service is requested.</p> <p>(c) Following the second or subsequent</p>	<p>\$17.00 per account</p> <p>\$17.00 per account</p> <p>\$35.00</p> <p>\$45.00</p> <p>N/C</p> <p>\$35.00</p> <p>\$45.00</p> <p>\$90.00</p>

EXHIBIT B



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs
	<p>disconnection for non-payment within a twelve-month period, and full payment of the outstanding balance and reconnect fee is received.</p> <p>(d) In all cases where payment is received in full, service will be scheduled for reconnection. Same day service is not guaranteed.</p> <p>(4) Reconnection of service at pole after disconnection for non-payment or violation of a rule or regulation, and when payment of the total outstanding balance plus re-connection fee has been received, PER METER:</p> <p>(5) Temporary connection of service for Fairs, Exhibits, Constructions, Projects, Displays, etc., PER METER:</p> <p>(a) Monday through Friday, 8:00 A.M. through 6:00 P.M., except holidays. This charge is due at the time of application.</p> <p>(b) Service not available at other hours except by special arrangement with Director of Utilities.</p> <p>(C) Special Handling of Billing Notices and Payments for Convenience of Customer.</p> <p>(1) When payments are presented in person at the Customer Service office a convenience fee will be added to the required bill amount in order to offset the added costs of handling in person presentment of payments. No additional convenience fee will be charged for payments made via Lock Box, Online payments, Automatic draft from a bank account or Drop Box Payments at the Customer Service Office Drop Box.</p> <p>(D) Special Field Services for Convenience of Customer.</p> <p>(1) When, for the convenience of the customer, a special trip has to be made to read a meter and/or to service Utility equipment because access to the Utility's meter/equipment is limited by a fence, porch, animal, or other encumbrance, for each such trip made.</p>	<p>\$525.00</p> <p>\$2.00</p> <p>\$30.00</p>



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs
	<p><u>Section 11. Meter Tampering/Current Diversion.</u></p> <p>Title to meters and metering equipment shall be and remain with the City of Lake Worth. Unauthorized connections to, or tampering with the City of Lake Worth's meter or meters, or meter seals, or indications or evidence thereof, subjects the customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, and reimbursement to the City of Lake Worth for all extra expenses incurred on this account. The customer will be charged a field investigation charge and civil liability under section 812.14(5), Florida Statutes, as amended from time to time.</p> <p><u>Section 12. Franchise Fees.</u></p> <p>The Monthly Rate of each rate schedule is increased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated herein by reference and filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.</p> <p><u>Section 13. Overhead/Underground Differential.</u></p> <p>Underground distribution system service is available. However, the cost of construction differential between underground service and normal overhead service as estimated by the City of Lake Worth shall be paid in advance by the customer.</p> <p><u>Section 14. Underground Individual Service.</u></p> <p>Underground individual service, up to 200 AMP capacity, is available upon request by the customer. The cost of installation depends upon type of service, length and actual site conditions. As an alternative to paying Lake Worth Utilities for doing all of the work, the customer may provide all the necessary facilities (i.e. ducts, pedestals, pads, etc.), subject to the approval of the City of Lake Worth with the customer paying the balance of costs that the City of Lake Worth estimates are remaining. For service in excess of 200 AMP capacity, installation shall be by a licensed contractor in a manner approved by the Electrical Division of the City of Lake Worth.</p>	\$200.00



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs
	<p><u>Section 15. General Area and Street Lighting.</u></p> <p>In areas where street lighting and/or private area lighting are not generally available, installation of such lighting service will be provided at the customer's expense. This cost will be a contribution in aid of construction, payable in advance. As an option, upon approval of the Electrical Division of the City of Lake Worth, installation may be by customer's contractor.</p> <p><u>Section 16. Special Conditions.</u></p> <p>If specific electrical service other than that stated above is required, the City of Lake Worth, at the customer's request, will provide such service based on the estimated cost of installing such additional electrical equipment. This estimated cost will be a contribution in aid of construction, payable in advance by the customer to the City of Lake Worth. All services shall be subject to the applicable rules, regulations and tariff charges of the City of Lake Worth, including service charges.</p> <p><u>Section 17. Miscellaneous.</u></p> <p>(A) Reimbursement for Extra Expenses</p> <p>The customer may be required to reimburse the City for all expenses incurred by the City on account of violations of the City's rules and regulations by the customer.</p> <p>(B) Inspection of Customer's Installation</p> <p>All electrical installations or changes should be inspected upon completion by competent authority to insure that wiring, grounding, fixtures and devices have been installed in accordance with the National Electrical Code and such local rules as may be in effect. Where governmental inspection is required by local rules or ordinances, the City of Lake Worth cannot render service until such inspection has been made and formal notice of approval has been received by the City of Lake Worth from the inspecting authority. The City of Lake Worth reserves the right to inspect the customer's installation prior to rendering service and from time to time thereafter but assumes no responsibility whatsoever for any portion thereof.</p>	

EXHIBIT B



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC/WATER/SEWER UTILITIES		Costs
<p>Electric Rates</p> <p>Water Rates</p> <p>Sewer Rates</p> <p>Stormwater Assessment Rates</p> <p>Garbage Assessment Rates</p>	<p>Rates for City utilities are adopted annually by separate resolutions. The FY 2014 - 2015 resolutions are listed below.</p> <p>Resolution 56-2014</p> <p>Resolution 53-2014</p> <p>Resolution 52-2014</p> <p>Resolution 50-2014</p> <p>Resolution 49-2014</p>	
Footnote / Explanation		



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Resolution No. 57-2014 - restatement of Resolution No. 48-2014 to provide a clearer method of stating the Fiscal Year 2014-15 electric rate fees

SUMMARY:

This Resolution amends and restates Resolution No. 48-2014, the electric rates for Fiscal Year 2014-15, removes the deposit requirements, places them into the City's Comprehensive Fee Schedule, and corrects scrivener errors.

BACKGROUND AND JUSTIFICATION:

This is a housekeeping action to implement the next phase of the central fee and charge Resolutions. This resolution removes the deposit requirements from the Electric rate resolution and places them into the central document. See Resolution No. 56-2014 on this agenda.

The City Charter, code of ordinances and Florida Statutes give the City Commission authority to set fees and charges for City Utility services. The City has been bringing all fees and charges into a central document as a way to provide clarity and transparency to City service users and to provide an easy mechanism to annually review City charges.

This action does not change any Electric utility rates previously adopted except for the correction of scrivener errors.

MOTION:

I move to approve/disapprove Resolution No. 57-2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

1
2
3 RESOLUTION NO. 57-2014 OF THE CITY OF LAKE WORTH, FLORIDA,
4 PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS
5 FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH FLORIDA
6 FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL
7 RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR
8 SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

9
10 WHEREAS, the City of Lake Worth, Florida, is authorized and required
11 to fix uniform and adequate rates for its service; and

12
13 WHEREAS, an evaluation of the level of electric system rates
14 establishes a need to revise the rates and charges as set forth herein in order
15 to meet the several objectives identified by the evaluation; and

16
17 WHEREAS, as a matter of clarity the City is removing deposit account
18 requirements from this resolution and inserting them in Resolution No. 56-
19 2014, and

20
21 WHEREAS, scrivener errors were found in Resolution No. 48-2014 for
22 FY 2014-15 that are being corrected; and

23
24 WHEREAS, the rates originally adopted in Resolution No. 48-2014 for
25 FY 2014-15 are not being changed except for the correction of scrivener
26 errors.

27
28 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
29 OF THE CITY OF LAKE WORTH, FLORIDA, that:

30
31 Section 1. Definitions:

32
33 For the purpose of this Resolution, the following terms, phrases, words, and
34 their derivations shall have the meaning given herein. When not inconsistent
35 with the context, words used in the present tense include the future, words in
36 the plural in the present tense include the future, words in the plural include
37 the singular, and words in the singular include the plural.

- 38
39 A. "Shall" is always mandatory and not merely directory,
40
41 B. "Net Metering" Accounts where the customer has installed renewable
42 energy facilities (such as wind, solar power or home fuel cells) that
43 have been inspected and approved by the Utility. Under net metering,
44 the customer receives retail credit for that portion of the electricity they
45 generate which is provided to the Utility
46
47 C. "Purchased Power Cost Adjustment (PCA)" The cost of electricity is
48 affected by the price of fuel and the purchase price of power supply.
49 The PCA is an adjustment charge caused by an increased or

50 decreased in the cost to purchase or supply power to customers. It is
51 shown on the customer's bill as a credit or a surcharge to the price per
52 kilowatt-hour. The customer's utility bill may have a credit, as the cost of
53 power supply decreases, or it may have a surcharge when the costs
54 increase.

55
56 Section 2. The following schedules shall be the rates charged and the
57 regulations imposed by the City of Lake Worth, Florida, on all electric power
58 sold by the City of Lake Worth, Florida for lighting, heating and power
59 purposes, to wit:

60
61 A. Regular Residential Electric (Schedule R-S)

- 62
63 1. Designation: Regular Residential Electric
64
65 2. Applicable: For domestic electric purposes in private residences and
66 individually metered apartments. Residential rates shall apply for
67 electric energy used in commonly-owned facilities in condominiums
68 and cooperative apartment buildings, subject to the following
69 criteria:
70
71 a. 100% of the energy is used exclusively for the co-owners benefit.
72
73 b. None of the energy is used in any endeavor which sells or rents
74 a commodity or provides service for a fee.
75
76 c. Each point of delivery will be separately metered and billed.
77
78 d. A responsible legal entity is established as the customer to
79 whom the City of Lake Worth can render its bills for said service.
80
81 e. A cooperative or condominium requesting residential rates shall
82 apply for the rate and establish the above criteria.

83
84 3. Limitations:

85
86 Auxiliary and stand-by generation or resale of the electric energy not
87 permitted hereunder. Recognized rooming houses, tourist homes
88 and dwellings accommodating more than four paying guests
89 supplied through a single meter will not be served under this
90 Schedule.

91
92 4. Service:
93

Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth.

5. Monthly Rates:

a. Customer Charge:

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

\$10.53 per month.

b. Energy Charge per kWh

	First 1,000 kWh's	Excess
Base Energy - kWh	0.0550	0.0788
Fuel	0.0390	0.0390
Capacity	0.0102	0.0102
Total	0.1042	0.1280

6. The rates listed above includes all administrative charges from the City of Lake Worth

7. Purchased Power Cost Adjustment Charge:

A Purchased Power Cost Adjustment Charge will be applied as set forth below.

8. Outside City Limits Surcharge:

A surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth as set forth below.

9. Minimum Bill:

A minimum bill for electric use shall be charged as set forth as set forth below.

\$31.40 per month

B. Net-Metered Residential Electric (Schedule NR-S)

1. Designation: Net Metered Residential Electric

133 2. Applicable: For domestic electric purposes in private residences and
 134 individually metered apartments where the customer has installed
 135 renewable energy facilities (such as wind, solar power or home fuel
 136 cells) that have been inspected and approved by the Utility. Under
 137 net metering, the customer receives retail credit for that portion of
 138 the electricity they generate which is provided to the Utility
 139

140 3. Monthly Rates:

141 a. Customer Charge:

142 A fixed charge based on the cost of preparing and delivering a
 143 bill which will be applied to each water account receiving a bill.
 144

145 \$10.53 per month.
 146

147 b. Energy Charge per kWh
 148
 149

	First 1,000 kWh's	Excess
Base Energy - kWh	0.0550	0.0788
Fuel	0.0390	0.0390
Capacity	0.0102	0.0102
Total	0.1042	0.1280

150 c. Energy Credit (for electricity returned to the Utility). All credits
 151 shall be applied to the utility account as a credit for future
 152 service:
 153
 154

	First 1,000 kWh's	Excess
Base Energy - kWh	0.0550	0.0788
Fuel	0.0390	0.0390
Capacity	0.0102	0.0102
Total	0.1042	0.1280

155 4. The rates listed above includes all administrative charges from the City
 156 of Lake Worth
 157
 158

159 5. Purchased Power Cost Adjustment Charge:

160 A Purchased Power Cost Adjustment Charge will be applied as set
 161 forth below.
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6. Outside City Limits Surcharge:

A surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth as set forth below.

7. Minimum Bill:

No minimum bill shall apply to net metered accounts.

C. Regular Commercial Service (Schedule C-S)

1. Designation: Regular Commercial Electric

2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth, as available and at the option of the City.

3. Limitations:

For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells). Resale of the electric energy not permitted hereunder.

4. Service:

Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth.

5. Monthly Rates:

a. Customer Charge:

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

\$16.66 per month.

b. Energy Charge per kWh

	All kWh's
Base Energy - kWh	0.0704
Fuel	0.0390
Capacity	0.0102
Total	0.1196

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6. The rates listed above includes all administrative charges from the City of Lake Worth

7. Purchased Power Cost Adjustment Charge:

A Purchased Power Cost Adjustment Charge will be applied as set forth below.

8. Outside City Limits Surcharge:

A surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth as set forth below.

9. Minimum Bill:

A minimum bill for electric use shall be charged as set forth as set forth below.

\$50.00 per month

D. Net Metered Commercial Service (Schedule NC-S)

1. Designation: Net Metered Commercial Electric

2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth, as available and at the option of the City where the customer has installed renewable energy facilities (such as wind, solar power or home fuel cells) that have been inspected and approved by the Utility. Under net metering, the customer receives retail credit for that portion of the electricity they generate which is provided to the Utility

3. Limitations:

For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells). Resale of the electric energy not permitted hereunder.

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4. Service:

Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth.

5. Monthly Rates:

a. Customer Charge:

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

\$16.66 per month.

b. Energy Charge:

\$0.1196 per kWh.

	All kWh's
Base Energy - kWh	0.0704
Fuel	0.0390
Capacity	0.0102
Total	0.1196

c. Energy Credit (for electricity returned to the Utility. All credits shall be applied to the utility account as a credit for future service:

\$0.1196 per kWh.

	All kWh's
Base Energy - kWh	0.0704
Fuel	0.0390
Capacity	0.0102
Total	0.1196

270 6. The rates listed above includes all administrative charges from the City
271 of Lake Worth

272

273 7. Purchased Power Cost Adjustment Charge:

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275 A Purchased Power Cost Adjustment Charge will be applied as set
276 forth below.

277

278 8. Outside City Limits Surcharge:

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280 A surcharge for electric use outside the City of Lake Worth, Florida,
281 municipal limits shall be charged as set forth as set forth below.

282

283 9. Minimum Bill:

284

285 No minimum bill shall apply to net metered accounts.

286

287 E. Demand Commercial Service (Schedule CD-S)

288

289 1. Designation: Regular Commercial Electric

290

291 2. Applicable: For customers who qualifies for service under Schedule
292 C-S above and has a peak demand of 18 kW or greater for three (3)
293 consecutive months:

294

295 3. Limitations:

296

297 Auxiliary or stand-by service or resale not permitted hereunder.

298

299 4. Service:

300

301 Single or three phase, 60 cycles and at any available standard
302 voltage, at the option of the City of Lake Worth.

303

304 5. Monthly Rates:

305

306 a. Customer Charge:

307

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

310

311 \$120.00 per month.

312

313 b. Energy Charge per kWh

314

	All kWh's	Demand - kW
Base Energy - kWh	0.0355	\$ 14.48
Fuel	0.0289	
Capacity	0.0102	
Total	0.0746	\$ 14.48

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c. Demand Charge:
\$14.48 per kW.

- 6. The rates listed above includes all administrative charges from the City of Lake Worth
 - 7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
 - 8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
 - 9. Purchased Power Cost Adjustment Charge:
A Purchased Power Cost Adjustment Charge will be applied as set forth below.
 - 10. Outside City Limits Surcharge:
A surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth as set forth below.
 - 11. Minimum Bill:
A minimum bill for electric use shall be charged as set forth as set forth below.
\$140.00 per month
- F. Regular Time of Use Commercial Service (Schedule CT-S)
- 1. Designation: Time of Use Commercial Service

351 2. Applicable: For commercial, industrial, and governmental use within
352 the territory served by the Electric Distribution System of the City of
353 Lake Worth, as available and at the option of the City.
354

355 3. Limitations:

356 For consumers who own renewable energy facilities (such as wind,
357 solar power or home fuel cells). Resale of the electric energy not
358 permitted hereunder.
359

360 4. Service:

361 Single or three phase, 60 cycles and at any available standard
362 voltage, at the option of the City of Lake Worth.
363

364 5. Monthly Rates:

365 a. Customer Charge:

366 A fixed charge based on the cost of preparing and delivering a
367 bill which will be applied to each water account receiving a bill.
368

369 \$28.97 per month.
370

371 b. Energy Charge:

372 Off Peak \$0.0846 per kWh
373 On Peak \$0.2651 per kWh
374

375 c. Determination Of Off-Peak Period:

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377
378 October – May: The off-peak period is defined as the hours
379 between 1:00 p.m. and 6:00 a.m., Monday through Friday and all
380 day Saturday and Sunday. In addition, the following holidays will
381 also be considered off-peak: New Year's Day, Memorial Day,
382 Thanksgiving Day, and Christmas Day.
383

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386 June – September: The off-peak period is defined as the hours
387 between 7:00 p.m. and 2:00 p.m., Monday through Friday and all
388 day Saturday and Sunday. In addition, the following holidays will
389 also be considered off-peak: Independence Day and Labor Day.
390

391 All other hours are considered on peak hours.
392

393 6. Term of Contract:
394

395 One year and thereafter until terminated at the option of either party
396 by the giving of not less than thirty (30) days advance written notice
397 of the effective date of termination..
398

399 7. Purchased Power Cost Adjustment Charge:

400 A Purchased Power Cost Adjustment Charge will be applied as set
401 forth below.
402

403 8. Outside City Limits Surcharge:

404 A surcharge for electric use outside the City of Lake Worth, Florida,
405 municipal limits shall be charged as set forth as set forth below.
406
407

408 9. Minimum Bill:

409 A minimum bill for electric use shall be charged as set forth as set
410 forth below.
411

412 \$50.00 per month
413
414

415 G. Time of Use Demand Commercial Service (Schedule CDT-S)

416 1. Designation: Time of Use Demand Commercial Service
417
418

419 2. Applicable: For commercial, industrial, and governmental use within
420 the territory served by the Electric Distribution System of the City of
421 Lake Worth, as available and at the option of the City.
422

423 3. Limitations:

424 For consumers who own renewable energy facilities (such as wind,
425 solar power or home fuel cells). Resale of the electric energy not
426 permitted hereunder.
427
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429 4. Service:

430 Single or three phase, 60 cycles and at any available standard
431 voltage, at the option of the City of Lake Worth.
432
433

434 5. Monthly Rates:

435 d. Customer Charge:

436 A fixed charge based on the cost of preparing and delivering a
437 bill which will be applied to each water account receiving a bill.
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441 \$130.32 per month.

442

443 e. Energy Charge:

444

Off Peak \$0.0627 per kWh

On Peak \$0.2432 per kWh

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446 f. Demand Charge:

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448 \$7.39 per kW.

449

450 12. Billing Demand: The maximum 15 minute measured demand in the
451 month, subject to power factor adjustment.

452

453 13. Power Factor Adjustment: When demand is measured with a kW
454 meter and customer's power factor in any month is below 95% the
455 measured demand may be adjusted to 95% power factor.

456

457 a. Determination Of Off-Peak Period:

458

459 October – May: The off-peak period is defined as the hours
460 between 1:00 p.m. and 6:00 a.m., Monday through Friday and all
461 day Saturday and Sunday. In addition, the following holidays will
462 also be considered off-peak: New Year's Day, Memorial Day,
463 Thanksgiving Day, and Christmas Day.

464

465 June – September: The off-peak period is defined as the hours
466 between 7:00 p.m. and 2:00 p.m., Monday through Friday and all
467 day Saturday and Sunday. In addition, the following holidays will
468 also be considered off-peak: Independence Day and Labor Day.

469

470 All other hours are considered on peak hours.

471

472 6. Term of Contract:

473

474 One year and thereafter until terminated at the option of either party
475 by the giving of not less than thirty (30) days advance written notice
476 of the effective date of termination..

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478 7. Purchased Power Cost Adjustment Charge:

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480 A Purchased Power Cost Adjustment Charge will be applied as set
481 forth below.

482

483 8. Outside City Limits Surcharge:

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485 A surcharge for electric use outside the City of Lake Worth, Florida,
486 municipal limits shall be charged as set forth as set forth below.

487

488 9. Minimum Bill:

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490 A minimum bill for electric use shall be charged as set forth as set
491 forth below.

492

493 \$140.00 per month

494

495 H. Private Area Lighting (Schedule L-P)

496

497 1. Designation: Private Area Lighting

498

499 2. Applicable: For year-round outdoor security lighting of yards,
500 driveways, walkways, parking lots, parks, and other areas, under the
501 following conditions:

502

503 a. Lights to be served hereunder shall be at locations that are
504 easily and economically accessible to the City of Lake Worth
505 equipment and personnel for construction and maintenance.

506

507 b. Original location of lighting fixtures shall be by mutual agreement
508 and shall not be located so as to create a public nuisance.

509

510 c. Any relocation requested by customer after installation shall be
511 made at customer's expense. All new lighting units provided
512 under this Schedule shall be the high pressure sodium vapor
513 (conservation lighting) type.

514

515 3. Limitations:

516

517 a. Auxiliary and stand-by generation or resale of the electric energy
518 not permitted hereunder.

519

520 b. The City of Lake Worth, while exercising reasonable diligence at
521 all times to furnish service hereunder, does not guarantee
522 continuous lighting and will not be liable for damages for any
523 interruption, deficiency or failure of service and reserves the right
524 to interrupt service at anytime for necessary repairs to lines or
525 equipment.

526

527 4. Service:

528

529 Service includes lamp renewals, energy from approximately dusk
530 each day until approximately dawn the following day and

531 maintenance of facilities. The City of Lake Worth will replace all
 532 burned out lamps and will maintain its facilities during regular
 533 daytime working hours as soon as practicable following notification
 534 by the customer that such work is necessary. The City of Lake
 535 Worth shall be permitted to enter the customer's premises at all
 536 reasonable times for the purpose of inspecting, maintaining,
 537 installing and removing any or all of its equipment and facilities.
 538 Single phase, 60 cycles at available standard voltage. Three phase
 539 service may be furnished but only under special arrangements and
 540 at the option of the City of Lake Worth.

541
 542 5. Term of Service:

543
 544 Not less than one (1) year.

545
 546 6. Monthly Rates:

547
 548 A fixed monthly charge based on the number of units installed shall
 549 be charged based on the following schedule.

550
 551 a. Standard Lighting:

<u>Description</u>	<u>Unit Cost per</u> <u>Month</u>
175 Watt (7,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$11.63
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$18.24
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$35.89

553
 554 a. Conservation Lighting:

<u>Description</u>	<u>Unit Cost per</u> <u>Month</u>
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.46
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light	

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Unit on Existing Pole	\$13.58
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$16.24
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$16.33

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a. Appurtenances:

<u>Description</u>	<u>Unit Cost per Month</u>
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$2.55
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$3.82
Underground Conductors up to 150 feet	\$1.27
Underground Conductors from 150 feet to 300 feet	\$2.55

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7. Purchased Power Cost Adjustment Charge:

A Purchased Power Cost Adjustment Charge will be applied as set forth below.

8. Outside City Limits Surcharge:

A surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth as set forth below.

I. Street Lighting (Schedule L-S)

1. Designation: Street Lighting

2. Applicable: For lighting of public right-of ways. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conversation) type.

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3. Limitations:

- a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
- b. The City of Lake Worth, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at anytime for necessary repairs to lines or equipment.
- c. Should the City of Lake Worth be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.

4. Service:

Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth owned street lighting systems.

5. Term of Service:

For not less than ten (10) years for City of Lake Worth facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.

6. Monthly Rates:

A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.

b. Conservation Lighting:

<u>Description</u>	<u>Unit Cost per Month</u>
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$7.48
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$8.89

250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$11.68
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$14.47
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$16.28

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b. Appurtenances:

<u>Description</u>	<u>Unit Cost per Month</u>
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$2.55
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$3.82
Underground Conductors up to 150 feet	\$1.27
Underground Conductors from 150 feet to 300 feet	\$2.55

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7. Purchased Power Cost Adjustment Charge:

A Purchased Power Cost Adjustment Charge will be applied as set forth below.

8. Outside City Limits Surcharge:

A surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth as set forth below.

Section 3. PURCHASED POWER COST ADJUSTMENT (PCA):

A Purchased Power Cost Adjustment Charge (PCA) shall be established each month for energy sales during that month as follows:

$$\underline{A+B+C+D} \times (1+F)$$

E

635

636

where:

637

638

A = The actual purchased power costs for the month and includes power supply from all sources including St. Lucie, Stanton, Purchase Power and generating fuel & transmission

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641

B = Purchased Power cost paid in customer rates for month, which is equal to (PCA from last month plus base power costs) divided by 1 plus system loss estimate (7 percent) times MWh's of purchased power (Purchased power includes power supply & transmission from all resources)

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C = Projected power supply cost for up to next twelve months

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649

D= Projected power supply costs recovered in base rates remainder of year, which is equal to the projected purchased power in MWh's times base rate divided by 1 plus system losses (estimated at 7 percent)

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E = The projected sales over remainder of year equal to projected MWh's of purchased power divided by 1 plus system losses (estimated at 7 percent)

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F = The contribution factor to the General Fund of the City.

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The base power cost included in the base rates is \$ 81.80 per MWh.

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The purchased power cost adjustment charge will be reconciled periodically but at a minimum of once a year and trued up between estimated billing units defined as MWh's of purchased power divided by 1 plus system losses and actual billing units.

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The calculation of the purchased power cost adjustment will be lagging by two months. For example, the power supply for the month of September will be charged to customers beginning in November that year.

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Section 4. SURCHARGE FOR SERVICE OUTSIDE THE MUNICIPAL LIMITS:

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673

With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or

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680 Resolutions of the specific jurisdiction in which those accounts reside. Such
681 taxes and fees are collected by the City of Lake Worth and remitted directly to
682 the appropriate County or Municipal entity.
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684 Section 5. Nothing in this Resolution shall prohibit the City of Lake Worth from
685 entering into an agreement to provide electricity and electric utility services to
686 or within any unit of government or governmental subdivision with terms and
687 conditions other than contained herein.
688

689 Section 6. All Resolutions or parts of Resolutions in conflict herewith are
690 expressly repealed.
691

692 Section 7. If any provision of this Resolution or the application thereof to any
693 person or circumstance is held invalid, the invalidity shall not affect other
694 provisions or applications of the resolution which can be given effect without
695 the invalid provision or application, and to this end the provisions of this
696 resolution are declared severable.
697

698 Section 8 This Resolution shall be in effect for billings issued on or after
699 October 1, 2014.
700

701 The adoption of this Resolution was moved by Commissioner ____ and
702 seconded by Commissioner _____, and upon being put to a vote, the vote
703 was as follows:
704

705 Mayor Pam Triolo
706 Vice Mayor Scott Maxwell
707 Commissioner Christopher McVoy
708 Commissioner Andy Amoroso
709 Commissioner John Szerdi
710

711 The Mayor thereupon declared this Resolution duly passed and
712 adopted this 7th Day of October 2014.
713

714 LAKE WORTH CITY COMMISSION
715

716
717
718 By: _____
719 Pam Triolo, Mayor
720

721 ATTEST:
722

723
724 _____
725 Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 58-2014 - Amendment 001 to the CDBG Interlocal Agreement for the 9th Avenue South greenway improvements project

SUMMARY:

The Resolution amends an agreement to decrease the funding allocation from \$212,396 to \$177,396 and extends the completion date from May 31, 2015, to July 31, 2015.

BACKGROUND AND JUSTIFICATION:

On February 4, 2014, Palm Beach County and the City entered into an Interlocal Agreement for the 9th Avenue South Right-of-Way Improvements Project (Project Interlocal Agreement) that sets forth the terms and conditions for the expenditure of \$212,396 in Community Development Block Grant funds for this purpose. The project entails construction of a new greenway for use by the public on the 9th Avenue South right-of-way between South B and South F Streets. These improvements will include clearing and grubbing, fine grading to provide positive surface drainage, sidewalk construction with driveway access aisles, sod and related landscaping, irrigation and applicable work.

At its meeting of October 7, 2014, the City Commission will consider approval of the construction contract between the City and West Construction, Inc. for the 9th Avenue South Right of Way Improvements project in the amount of \$166,708.00. West Construction, Inc. was determined to be the low responsive and responsible bidder for Invitation to Bid 14-125 for this project.

The \$50,000 in surplus CDBG funds will be reallocated to other CDBG funded right-of-way projects the City is undertaking. The extension is necessary as a result of the need to rebid the project. Bids received as a result of the original Invitation for Bid #14-117 came in well over the budget available for the project. As a result, the scope of work was scaled back and rebid as Invitation to Bid #14-125. The revised performance period will provide sufficient time for completion of construction and close-out of the project.

MOTION:

I move to approve/not approve Resolution No. 58-2014.

ATTACHMENT(S):

Fiscal Impact Analysis

Resolution

Amendment 001 to CDBG 9th Avenue South Project Interlocal Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Re-Alloc Capital Exp	35,000	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	35,000	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	Reducing allocation from 9th Ave South					
Account Number (s)	Account Description	FY 2014 Budget	Available Balance	Proj # FG1404	Agenda Expenses	Remaining Balance
180-9710-539-63-15	Building/Infrastructure	212,396	212,396	-	\$ (35,000)	177,396

C. Department Fiscal Review: _____

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2
3 RESOLUTION NO. 58-2014 OF THE CITY OF LAKE WORTH, FLORIDA,
4 APPROVING AMENDMENT 001 TO THE 9TH AVENUE SOUTH RIGHT-OF-
5 WAY IMPROVEMENTS PROJECT INTERLOCAL AGREEMENT TO
6 DECREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
7 ALLOCATION AND TO EXTEND THE TIME OF PERFORMANCE;
8 AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE
9 PROJECT INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE
10 DATE; AND FOR OTHER PURPOSES.
11

12
13 WHEREAS, on February 4, 2014, Palm Beach County and the City
14 entered into an Interlocal Agreement for the 9th Avenue South Right-of-Way
15 Improvements Project ("Project Interlocal Agreement") that sets forth the terms
16 and conditions for the expenditure of \$212,396 in Community Development
17 Block Grant (CDBG) funds for this purpose; and
18

19 WHEREAS, the original Project Interlocal Agreement established May
20 31, 2015 as the deadline for completion for all project activities; and
21

22 WHEREAS, the City experienced delays in the solicitation process as a
23 result of the need to rebid the project that will necessarily delay the start of the
24 greenway construction by approximately two months; and
25

26 WHEREAS, the City has issued a Notice of Recommendation to Award
27 and will be requesting City Commission approval of a construction contract with
28 West Construction, Inc. for the greenway improvements in the amount of
29 \$166,708.00; and
30

31 WHEREAS, the City has determined that should the aforementioned
32 construction contract be approved that \$50,000 in CDBG funding that has been
33 allocated will no longer be needed for this project and can be utilized for other
34 right-of-way improvement projects; and
35

36 WHEREAS, both parties desire to amend the original Project Interlocal
37 Agreement to decrease the CDBG funding allocation from \$212,396 to
38 \$177,396 and to establish July 31, 2015 as the revised completion date for all
39 project activities as stated in Amendment 001 to the Project Interlocal
40 Agreement.
41

42 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
43 LAKE WORTH, FLORIDA, that:
44

45 SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby
46 approves Amendment 001 to the 9th Avenue South Right-of-Way Improvements
47 Project Interlocal Agreement to decrease the CDBG funding allocation from
48 \$212,396 to \$177,396 and to establish July 31, 2015 as the revised completion

49 date for all project activities, and authorizes the Mayor to execute Amendment
50 001 to the Project Interlocal Agreement.

51
52 SECTION 2: Upon execution of the Resolution and three (3) originals of
53 Amendment 001 to the 10th Avenue South Right-of-Way Project Interlocal
54 Agreement (Amendment), a copy of the Resolution and the three originals of
55 the Amendment shall be forwarded to Palm Beach County Department of
56 Economic Sustainability for presentation to the Board of County Commissioners
57 for its approval. One copy of the executed Resolution shall be forwarded to the
58 Public Services Director. The fully executed original Resolution shall be
59 maintained by the City Clerk as a public record of the City.

60
61 SECTION 3: This Resolution shall become effective upon adoption.

62
63 The passage of this Resolution was moved by Commissioner _____,
64 seconded by Commissioner _____, and upon being put to a
65 vote, the vote was as follows:

66 Mayor Pam Triolo
67 Vice Mayor Scott Maxwell
68 Commissioner Christopher McVoy
69 Commissioner Andy Amoroso
70 Commissioner John Szerdi

71
72 Mayor Pam Triolo thereupon declared this Resolution duly passed and
73 adopted on the 7th day of October, 2014.

74 LAKE WORTH CITY COMMISSION

75
76
77
78 By: _____
79 Pam Triolo, Mayor

80
81 ATTEST:

82
83 _____
84 Pamela J. Lopez, City Clerk

**AMENDMENT 001 TO THE AGREEMENT
WITH
CITY OF LAKE WORTH**

Amendment 001 entered into on _____ by and between Palm Beach County and the City of Lake Worth.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2014-0140) with the City of Lake Worth on February 4, 2014, to provide \$212,396 of Community Development Block Grant (CDBG) funds for the construction of a greenway along 9th Avenue South from South B Street to South F Street; and

WHEREAS, the parties wish to modify, among other things, the project allocation and the performance dates associated with the project; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 5: MAXIMUM COMPENSATION

Replace "May 31, 2015" with "July 31, 2015" and
Replace "\$212,396" with "\$177,396".

C. SECTION 6: TIME OF PERFORMANCE

Replace "May 31, 2015" with "July 31, 2015".

D. SECTION 9: OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

Add "or genetic information" after "gender identity or expression".

E. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.H – PERFORMANCE REQUIREMENTS

Replace "May 31, 2015" with "July 31, 2015"; and

Delete the performance requirements and dates and replace them with the following:

Accept Bids by	Complete
Start Construction by	October 15, 2014
Complete Construction by	April 30, 2015
Submit Final Reimbursement Request by	June 30, 2015

F. EXHIBIT A: SECTION 2. A: COUNTY OBLIGATIONS

Replace "\$212,396" with "\$177,396".

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 59-2014 - Amendment 001 to the CDBG Interlocal Agreement for the 10th Avenue South roadway improvements project

SUMMARY:

The Resolution amends an agreement to decrease the funding allocation from \$325,000 to \$255,000 and extends the completion date from December 30, 2014, to August 31, 2015.

BACKGROUND AND JUSTIFICATION:

On July 16, 2013, Palm Beach County and the City entered into an Interlocal Agreement for the 10th Avenue South Right-of-Way Improvements Project (Project Interlocal Agreement) that sets forth the terms and conditions for the expenditure of \$325,000 in Community Development Block Grant funds for this purpose. The project entails construction of a new roadway for use by the public on the 10th Avenue South right-of-way between South A and South E Streets. These improvements will include the removal of the existing base material, construction of a new compacted sub-grade, new road base, installation of curbs and gutters, asphalt roadway, concrete sidewalks, sod, and restoration of areas affected by construction activity.

As a result of master planning efforts by the City and combining water, sewer, drainage and roadway projects, the 10th Avenue South roadway project expanded to include drainage, water and sewer utilities work. The engineering of this project necessitated additional design time to incorporate the additional utility infrastructure work.

At its meeting of May 6, 2014, the City Commission approved the construction contract between the City and Rosso Site Development, Inc. for the 10th Avenue South Right of Way Improvements project in the amount of \$243,616.33. The project was scheduled to start on July 7th but has been delayed by the aforementioned utility work that must be completed prior to undertaking the reconstruction of the roadway.

The \$70,000 in surplus CDBG funds will be reallocated to other CDBG funded right-of-way projects the City is undertaking. The extension is necessary as a result of the above-described actions to be undertaken at the project site.

MOTION:

I move to approve/not approve Resolution No. 59-2014.

ATTACHMENT(S):

Fiscal Impact Analysis

Resolution

Amendment 001 to CDBG 10th Avenue South Project Interlocal Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	70,000	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	70,000	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	Re-allocated to 5th Ave N, 7th Ave S, 11th Ave S					
Account Number (s)	Account Description	FY 2014 Budget	Available Balance	Proj # FG1302	Agenda Expenses	Remaining Balance
180-9710-539-63-15	Building/Infrastructure	325,000	81,383	-	\$ (70,000)	11,383

C. Department Fiscal Review: _____

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3 RESOLUTION NO. 59-2014 OF THE CITY OF LAKE WORTH, FLORIDA,
4 APPROVING AMENDMENT 001 TO THE 10TH AVENUE SOUTH RIGHT-OF-
5 WAY IMPROVEMENTS PROJECT INTERLOCAL AGREEMENT TO
6 DECREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
7 ALLOCATION AND TO EXTEND THE TIME OF PERFORMANCE;
8 AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE
9 PROJECT INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE
10 DATE; AND FOR OTHER PURPOSES.
11

12
13 WHEREAS, on July 16, 2013, Palm Beach County and the City entered
14 into an Interlocal Agreement for the 10th Avenue South Right-of-Way
15 Improvements Project ("Project Interlocal Agreement") that sets forth the terms
16 and conditions for the expenditure of \$325,000 in Community Development
17 Block Grant (CDBG) funds for this purpose; and
18

19 WHEREAS, the original Project Interlocal Agreement established
20 December 30, 2014 as the deadline for completion for all project activities; and
21

22 WHEREAS, the City will be installing new water mains and other utility
23 infrastructure in the project site beneath the road bed prior to the construction of
24 the new roadway; and
25

26 WHEREAS, the installation of the utility infrastructure improvements will
27 necessarily delay the start of the roadway construction; and
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29 WHEREAS, the City has entered into a construction contract with Rosso
30 Site Development, Inc. for the roadway improvements in the amount of
31 \$243,616.33; and
32

33 WHEREAS, the City has determined that \$70,000 in CDBG funding that
34 has been allocated is no longer needed for this project and can be utilized for
35 other right-of-way improvement projects; and
36

37 WHEREAS, both parties desire to amend the original Project Interlocal
38 Agreement to decrease the CDBG funding allocation from \$325,000 to
39 \$255,000 and to establish August 31, 2015 as the revised completion date for
40 all project activities as stated in Amendment 001 to the Project Interlocal
41 Agreement.
42

43 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
44 LAKE WORTH, FLORIDA, that:
45

46 SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby
47 approves Amendment 001 to the 10th Avenue South Right-of-Way
48 Improvements Project Interlocal Agreement to decrease the CDBG funding
49 allocation from \$325,000 to \$255,000 and to establish June 30, 2015 as the

50 revised completion date for all project activities, and authorizes the Mayor to
51 execute Amendment 001 to the Project Interlocal Agreement.

52
53 SECTION 2: Upon execution of the Resolution and three (3) originals of
54 Amendment 001 to the 10th Avenue South Right-of-Way Project Interlocal
55 Agreement (Amendment), a copy of the Resolution and the three originals of
56 the Amendment shall be forwarded to Palm Beach County Department of
57 Economic Sustainability for presentation to the Board of County Commissioners
58 for its approval. One copy of the executed Resolution shall be forwarded to the
59 Public Services Director. The fully executed original Resolution shall be
60 maintained by the City Clerk as a public record of the City.

61
62 SECTION 3: This Resolution shall become effective upon adoption.

63
64 The passage of this Resolution was moved by Commissioner _____,
65 seconded by Commissioner _____, and upon being put to a
66 vote, the vote was as follows:

- 67 Mayor Pam Triolo
- 68 Vice Mayor Scott Maxwell
- 69 Commissioner Christopher McVoy
- 70 Commissioner Andy Amoroso
- 71 Commissioner John Szerdi

72
73 Mayor Pam Triolo thereupon declared this Resolution duly passed and
74 adopted on the 7th day of October, 2014.

75 LAKE WORTH CITY COMMISSION

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79 By: _____
80 Pam Triolo, Mayor

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82 ATTEST:

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84 _____
85 Pamela J. Lopez, City Clerk

**AMENDMENT 001 TO THE AGREEMENT
WITH
CITY OF LAKE WORTH**

Amendment 001 entered into on _____ by and between
Palm Beach County and the City of Lake Worth.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2013-0909) with the City of Lake Worth on July 16, 2013, to provide \$325,000 of Community Development Block Grant (CDBG) funds for the construction of street improvements along 10th Avenue South; and

WHEREAS, the parties wish to among other things, reduce the project budget and revise the project completion date; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 5: MAXIMUM COMPENSATION

Replace "December 30, 2014" with "August 31, 2015" and
Replace "\$325,000" with "\$255,000".

C. SECTION 6: TIME OF PERFORMANCE

Replace "December 30, 2014" with "August 31, 2015".

D. SECTION 9: OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

Add "or genetic information" after "gender identity or expression".

E. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.H - PERFORMANCE REQUIREMENTS

Replace "December 30, 2014" with "August 31, 2015"; and

Delete the performance requirements and dates and replace them with the following:

Start Construction by	October 1, 2014
Complete Construction by	March 31 2015
Submit Final Reimbursement Request by	June 30, 2015

F. EXHIBIT A: SECTION 2. A: COUNTY OBLIGATIONS

Replace "\$325,000" with "\$255,000".

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 60-2014 - Amendment 002 to the CDBG Interlocal Agreement for the 7th Avenue South roadway improvements project

SUMMARY:

The Resolution amends an agreement to increase the funding allocation from \$450,750 to \$480,750.

BACKGROUND AND JUSTIFICATION:

On October 22, 2013, Palm Beach County and the City entered into an Interlocal Agreement for the 7th Avenue South Right-of-Way Improvements Project (Project Interlocal Agreement) that sets forth the terms and conditions for the expenditure of \$450,750 in Community Development Block Grant funds for this purpose. The project entails the design and reconstruction of 7th Avenue South between South A and South F Streets. These improvements will include the removal of the existing base material, construction of a new compacted sub-grade, new road base, installation of curbs and gutters, asphalt roadway, concrete sidewalks, sod and restoration of areas affected by construction activity.

Amendment 001 to the Project Agreement was fully executed on December 17, 2013. It modified the project scope to include the installation of water mains and appurtenances as part of the design and scope of work for the project.

Amendment 002 to the Interlocal Agreement will provide the additional \$30,000 in CDBG funding necessary for additions that have been incorporated into the design of the scope of work for the project.

MOTION:

I move to approve/not approve Resolution No. 60-2014.

ATTACHMENT(S):

Fiscal Impact Analysis

Resolution

Amendment 002 to CDBG 7th Avenue South Project Interlocal Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	30,000	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	30,000	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	7th Ave South (Re-allocated from 10th Ave S)					
Account Number (s)	Account Description	FY 2014 Budget	Available Balance	Proj # FG1405	Agenda Expenses	Remaining Balance
180-9710-539-63-15	Building/Infrastructure	450,750	397,037	-	\$ 30,000	427,037

C. Department Fiscal Review: ____sc____

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RESOLUTION NO. 60-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AMENDMENT 001 TO THE 7TH AVENUE SOUTH RECONSTRUCTION PROJECT AGREEMENT TO MODIFY THE SCOPE OF PROFESSIONAL SERVICES AND SCOPE OF WORK TO INCLUDE THE DESIGN AND INSTALLATION OF WATER MAINS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE PROJECT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on October 22, 2013, Palm Beach County and the City entered into an Interlocal Agreement for the 7th Avenue South Reconstruction Project (“Project Agreement”) that sets forth the terms and conditions for the expenditure of \$450,740 in Community Development Block Grant funds for this purpose; and

WHEREAS, the City has determined that the design and installation of water mains and appurtenances should be included in the scope of professional services and scope of work for the Project; and

WHEREAS, both parties desire to amend the original Project Agreement in accordance with the terms and conditions set forth in Amendment 001 to the Project Agreement.

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

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby approves Amendment 001 to the 7th Avenue South Reconstruction Project Agreement to include the design and installation of water mains and appurtenances to the scope of professional services and to the scope of work, and authorizes the Mayor to execute Amendment 001 to the Project Agreement.

SECTION 2: Upon execution of the Resolution and three (3) originals of Amendment 002 to the Wimbley Gymnasium Room Addition Project (Amendment), a copy of the Resolution and the three originals of the Amendment shall be forwarded to Palm Beach County Department of Economic Sustainability for presentation to the Board of County Commissioners for its approval. The fully executed original Resolution shall be maintained by the City Clerk as a public record of the City.

SECTION 3: This Resolution shall become effective upon adoption.

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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 John Szerdi

Mayor Pam Triolo thereupon declared this Resolution duly passed and
adopted on the 7th day of October, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

**AMENDMENT 002 TO THE AGREEMENT
WITH
CITY OF LAKE WORTH**

Amendment 002 entered on _____ by and between **Palm Beach County** and the **City of Lake Worth**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2013-1424) with the City of Lake Worth on October 22, 2013, as amended by Amendment 001 (R2013-1805) on December 17, 2013, to provide \$450,750 of Community Development Block Grant (CDBG) funds for the design and construction of roadway improvements along 7th Avenue South; and

WHEREAS, the parties wish to among other things, provide additional funding for the project; and

WHEREAS, both parties desire to amend the original Agreement, as amended, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 5: MAXIMUM COMPENSATION

Replace "\$450,750" with "\$480,750".

C. SECTION 9: OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

Add "or genetic information" after "gender identity or expression".

D. EXHIBIT A: SECTION 2. A: COUNTY OBLIGATIONS

Replace "\$450,750" with "\$480,750".

Except as modified by this Amendment 002, and previously, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

(continued on following page)



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Resolution No. 61-2014 - Amendment 002 to the CDBG Interlocal Agreement for the 5th Avenue North greenway improvements project

SUMMARY:

The Resolution amends an agreement to increase the funding allocation from \$80,000 to \$100,000 and extends the completion date from October 30, 2014, to September 30, 2015.

BACKGROUND AND JUSTIFICATION:

On October 22, 2013, Palm Beach County and the City entered into an Interlocal Agreement for the 5th Avenue North Right-of-Way Improvements Project (Project Interlocal Agreement) that sets forth the terms and conditions for the expenditure of \$80,000 in Community Development Block Grant funds for this purpose. The project entails construction of greenway/bicycle trail for use by the public on the 5th Avenue North right-of-way between North A and North C Streets. These improvements will include the clearing and grubbing of the current site limits; fine grading the area to provide positive surface drainage; construction of a 6' wide concrete sidewalk; installation of canopy creating trees; sod; an irrigation system; trash/recycling receptacle; benches and signage and crosswalk striping.

At its meeting of January 28, 2014, the City Commission approved and authorized the Mayor to execute Amendment 001 to the Project Agreement. Amendment 001 corrected a scrivener's error in the original Interlocal Agreement that incorrectly identified the project site as 10th Avenue South.

The extension is necessary as a result of delays the City has experienced in receiving the final design of the improvements and the need to rebid the project. Bids received as a result of the original Invitation for Bid #14-106 came in well over the budget available for the project. As a result, the scope of work was scaled back and rebid as Invitation to Bid #14-124. The low responsive and responsible bid received was that submitted by West Construction, Inc. in the amount of \$90,672.00.

MOTION:

I move to approve/not approve Resolution No. 61-2014 to increase funding allocation by additional \$20,000.

ATTACHMENT(S):

Fiscal Impact Analysis

Resolution

Amendment 002 to CDBG 5th Avenue North Project Interlocal Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	20,000	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	20,000	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	5th Ave North (Re-allocated from 10th Ave S)					
Account Number (s)	Account Description	FY 2014 Budget	Available Balance	Proj # FG1407	Agenda Expenses	Remaining Balance
180-9710-539-63-15	Building/Infrastructure	80,000	80,000	-	\$ 20,000	100,000

C. Department Fiscal Review: ___sc_____

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3 RESOLUTION NO. 61-2014 OF THE CITY OF LAKE WORTH, FLORIDA,
4 APPROVING AMENDMENT 002 TO THE 5TH AVENUE NORTH RIGHT-OF-
5 WAY IMPROVEMENTS PROJECT INTERLOCAL AGREEMENT TO
6 INCREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
7 ALLOCATION AND TO EXTEND THE TIME OF PERFORMANCE;
8 AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 002 TO THE
9 PROJECT INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE
10 DATE; AND FOR OTHER PURPOSES.
11
12

13 WHEREAS, on October 22, 2013, Palm Beach County and the City
14 entered into an Interlocal Agreement for the 5th Avenue North Right-of-Way
15 Improvements Project ("Project Interlocal Agreement") that sets forth the terms
16 and conditions for the expenditure of \$80,000 in Community Development Block
17 Grant (CDBG) funds for this purpose; and
18

19 WHEREAS, the original Project Interlocal Agreement established
20 October 30, 2014 as the deadline for completion for all project activities; and
21

22 WHEREAS, the City has experienced delays in obtaining the final
23 design and plans that have adversely affected the procurement process for this
24 project; and
25

26 WHEREAS, the bids received by the City for the initial solicitation
27 process came in well over the available budget for the project and made it
28 necessary to rebid the project; and
29

30 WHEREAS, the low responsive and responsible bid received by the City
31 as a result of the rebid of the project was that submitted by West Construction,
32 Inc. in the amount of \$90,672; and
33

34 WHEREAS, both parties desire to amend the original Project Interlocal
35 Agreement to increase allocation of CDBG funding for the project from \$80,000
36 to \$100,000 and to establish September 30, 2015 as the revised completion
37 date for all project activities as stated in Amendment 002 to the Project
38 Interlocal Agreement.
39

40 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
41 LAKE WORTH, FLORIDA, that:
42

43 SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby
44 approves Amendment 002 to the 5th Avenue North Right-of-Way Improvements
45 Project Interlocal Agreement to increase the CDBG funding allocation for the
46 project from \$80,000 to \$100,000 and to establish September 30, 2015 as the
47 revised completion date for all project activities, and authorizes the Mayor to
48 execute Amendment 002 to the Project Interlocal Agreement.
49

50 SECTION 2: Upon execution of the Resolution and three (3) originals of
51 Amendment 002 to the 5th Avenue North Right-of-Way Project Interlocal
52 Agreement (Amendment), a copy of the Resolution and the three originals of
53 the Amendment shall be forwarded to Palm Beach County Department of
54 Economic Sustainability for presentation to the Board of County Commissioners
55 for its approval. One copy of the executed Resolution shall be forwarded to the
56 Public Services Director. The fully executed original Resolution shall be
57 maintained by the City Clerk as a public record of the City.

58
59 SECTION 3: This Resolution shall become effective upon adoption.

60
61 The passage of this Resolution was moved by Commissioner _____,
62 seconded by Commissioner _____, and upon being put to a
63 vote, the vote was as follows:

- 64 Mayor Pam Triolo
- 65 Vice Mayor Scott Maxwell
- 66 Commissioner Christopher McVoy
- 67 Commissioner Andy Amoroso
- 68 Commissioner John Szerdi

69
70 Mayor Pam Triolo thereupon declared this Resolution duly passed and
71 adopted on the 7th day of October, 2014.

72 LAKE WORTH CITY COMMISSION

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75
76 By: _____
77 Pam Triolo, Mayor

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79 ATTEST:

80
81 _____
82 Pamela J. Lopez, City Clerk

**AMENDMENT 002 TO THE AGREEMENT
WITH
CITY OF LAKE WORTH**

Amendment 002 entered into on _____ by and between Palm Beach County and the City of Lake Worth.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2013-1423) with the City of Lake Worth on October 22, 2013, as amended by Amendment 001 (R2014-0268) on March 11, 2014, to provide \$80,000 of Community Development Block Grant (CDBG) funds for the construction of a greenway/bikeway along 5th Avenue North; and

WHEREAS, the parties wish to among other things, revise the project completion date and increase the funding allocation; and

WHEREAS, both parties desire to amend the original Agreement, as amended, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. SECTION 5: MAXIMUM COMPENSATION

Replace "October 30, 2014" with "September 30, 2015" and Delete "\$80,000" and replace it with "\$100,000".

C. SECTION 6: TIME OF PERFORMANCE

Replace "October 30, 2014" with "September 30, 2015".

D. SECTION 9: OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

Add "or genetic information" after "gender identity or expression".

E. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.H - PERFORMANCE REQUIREMENTS

Replace "October 30, 2014" with "September 30, 2015"; and

Delete the performance requirements and dates and replace them with the following:

Accept Bids by	Complete
Start Construction by	January 15, 2015
Complete Construction by	June 30, 2015
Submit Final Reimbursement Request by	August 29, 2015

F. EXHIBIT A: SECTION 2. A: COUNTY OBLIGATIONS

Delete "\$80,000" and replace it with "\$100,000".

Except as modified by this Amendment 002, and previously, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first above written.

(MUNICIPALITY SEAL BELOW)

CITY OF LAKE WORTH

By: _____
Pam Triolo, Mayor

By: _____
Pamela J. Lopez, City Clerk

By: CJA for
Attorney for Municipality (Optional)

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Priscilla A. Taylor, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Tammy K. Fields
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Resolution No. 62-2014 - appoint City representatives to the Metropolitan Planning Organization's Technical Advisory Committee (TAC)

SUMMARY:

This Resolution will appoint a representative and alternate representative to serve on the Metropolitan Planning Organization's (MPO's) Technical Advisory Committee.

BACKGROUND AND JUSTIFICATION:

As a representative on the Technical Advisory Committee, City staff will be responsible for reviewing the Metropolitan Planning Organization's long range plan. Additionally, they will provide valuable input on various other transportation related issues under the purview of the MPO.

MOTION:

I move to approve/not approve Resolution No. 62-2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 62-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPOINTING A REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO SERVE ON THE METROPOLITAN PLANNING ORGANIZATION'S TECHNICAL ADVISORY COMMITTEE (TAC); REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City of Lake Worth appoints Jamie Brown, Public Services Director, to serve as its Representative on the Metropolitan Planning Organization's Technical Advisory Committee (TAC) from this date forward.

Section 2. The City of Lake Worth appoints Felipe Lofaso, Public Services Assistant Director, to serve as its Alternate Representative to serve on the Metropolitan Planning Organization's Technical Advisory Committee (TAC) in the event of the above named Representative's absence or disability.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This Resolution shall become effective immediately upon its 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 John Szerdi

The Mayor thereupon declared this Resolution duly passed and adopted on this 7th day of October 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Water/Sewer Utilities

EXECUTIVE BRIEF

TITLE:

Change Order No. 1 with All Webbs Enterprises, Inc. for additional work on the Rehabilitation of Surficial Aquifer Well 9R project

SUMMARY:

The Change Order will provide for additional work necessary to reconstruct the wellhead on Well 9R extending the useful life of the well and reducing future maintenance costs.

BACKGROUND AND JUSTIFICATION:

All Webbs Enterprises, Inc was awarded the construction of Rehabilitation of Surficial Aquifer Well 9R in March, 2014. After the wellhead was disassembled it was discovered that the underside of the wellhead was substantially corroded. The scope of work for this Change Order will include the rehabilitation of the wellhead by sandblasting and painting the wellhead, as well as installing all necessary monitoring tubes for monitoring the water and gravel pack levels.

The Change Order will increase the contract price by \$3,405, and extend the contract time by 30 days. The engineer of record is recommending City approval of Change Order #1 per attached recommendation letter.

The original project budget of \$165,899 did not include this rehabilitation in the scope of work. There is sufficient budget remaining in the Water Treatment operating account and no transfers from other City projects or budgets are necessary.

MOTION:

I move to approve/disapprove the City Manager to sign off on Change Order No. 1 with All Webbs Enterprises, Inc on behalf of the City for the wellhead reconstruction of Surficial Aquifer Well 9R at a cost not to exceed \$3,405 during the FY2014.

Attachments

- 1) Fiscal Analysis
- 2) Contractor Change Order request
- 3) Engineer of Record's Recommendation Letter

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	3,405	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	3,405	0	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the FY2014 Water Treatment Operating budget from account 402-7021-533.46-46.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7021-533.46-46	Wells	N/A	\$116,860	236,860	\$17,831	-\$3,405	\$14,426

C. Fiscal Review:

Larry Johnson – Director
 Monica Shaner –Engineer
 Clyde Johnson - Finance



WATER UTILITIES DEPARTMENT

301 College Street · Lake Worth, Florida 33460 · Phone: 561-586-1710

CHANGE ORDER

Project Number/ Name: UT-WA-13-14-100
Rehabilitation of Surficial Aquifer Well No. 9R

Contractor: All Webbs Enterprises, Inc.

Change Order Number: 001

Change Order Effective Date: _____

Contractor Phone: (561) 746-2079

Change Order Type: Increase Contract Time and Contract Price

Existing Purchase Order Number: 168487

Description of Change: Reconstruct wellhead, paint, and install tubes as described in Contractor's letter of August 28, 2014

Price of Original Contract: \$165,899.00

Current Price of Contract (including Change Orders): \$165,899.00

Price of Current Change Order: \$3,405.00

New Contract Price: \$169,304.00

Basis of Price Change: _____ Unit Price _____ Time & Material _____ Lump Sum

Contract Time Change:

_____ No Change Extended _____ Decreased by 30 work days

Reviewed and Accepted by: All Webbs Enterprises, Inc.
(Contractor Name)

[Signature]
Contractor Representative (Signature)

Vice President
Title

9/17/14
Date

Reviewed and Recommended by: [Signature] 9/22/14
Water Utilities Director Date

Approved by: _____
City Manager 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.



September 15, 2014

Ms. Monica Shaner, P.E.
Lake Worth Utilities
301 College Street
Lake Worth, FL 33460

Ref No.: B2013.02
Subject: Lake Worth Rehabilitation of Surficial Aquifer Well No. 9R

Dear Monica:

Enclosed are four (4) copies of Proposed Change Order No. 1 that has been recommended by me and accepted by the Contractor. After the wellhead was disassembled under this project, it was found to have a substantial degree of corrosion pitting particularly on the underside of the wellhead. While the wellhead is disassembled, this corrosion needs to be addressed by sandblasting and repainting. In addition, the City desires two (2) additional access ports be installed in the wellhead plate. Furthermore, the work under this Change Order includes installing monitoring tubes down the annular space between the inner and outer well casings for monitoring water level and gravel pack level. This proposed work will serve to prolong the life of the wellhead and provide additional access points for the City to monitor various aspects of the well performance. Based on the above, I recommend approval of Change Order No. 1 in the amount of \$3,405.00.

If you have any questions or comments regarding the attached Change Order or the Project, please contact me at 683-3113, extension 258.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

John R. Leemon, P.E.
Senior Project Manager

JRL:jeh

Enclosure

Copies: David Webb, Jr.
Thomas A. Biggs

I:\lwu_\lwu_wel9\b2013.02\004jljh.docx



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Water/Sewer Utility

EXECUTIVE BRIEF

TITLE:

Agreement with Sulphuric Acid Trading Company Inc. to purchase water treatment chemicals

SUMMARY:

This Agreement authorizes the purchase of bulk sulfuric acid for the Reverse Osmosis Water Treatment Plant for potable water treatment process at a cost not to exceed \$23,200.00 for Fiscal Year 2015, with options to renew upon mutual agreement of both parties for \$25,520.00 for Fiscal Year 2016 and \$28,072.00 for Fiscal Year 2017.

BACKGROUND AND JUSTIFICATION:

Sulfuric Acid is a necessary chemical used in the reverse osmosis treatment process for pH adjustment and odor control. On September 9, 2014 bids were received for the process chemicals needed for treatment of potable water at the City's reverse osmosis plant. These bids were evaluated by staff, taking into account unit costs, minimum quantities, and penalties for deliveries below minimum. Sulfuric Acid Trading Company, Inc. is the lowest responsive and responsible bidder.

MOTION:

I move to approve/disapprove an agreement with Sulphuric Acid Trading Company Inc. for an amount not to exceed \$23,200.00 for Fiscal Year 2015; and upon mutual agreement of both parties, renew for an amount not to exceed \$25,520.00 for Fiscal Year 2016 and \$28,072.00 for Fiscal Year 2017.

Attachments

1. Fiscal Analysis
2. Bid tabulation for Bid IFB# 14-133
3. Sulfuric Acid Trading Company Agreement

FISCAL IMPACT ANALYSIS

A. Three Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017
Capital Expenditures	0	0	0
Operating Expenditures	\$23,200.00	\$25,520.00	\$28,072.00
External Revenues	0	0	0
Program Income	0	0	0
In-Kind Match	0	0	0
Net Fiscal Impact	\$23,200.00	\$25,520.00	\$28,072.00

Our estimated annual usage is 20,000 gallons per year, with an expected increase of ten percent for fiscal year 2016 and each year after. Sulfuric Acid Trading Company is the low bid at a price of \$1.16 per gallon. Staff is therefore requesting a Contractor Agreement, 1) for an amount not to exceed \$23,200.00 for Fiscal Year 2015 and 2) upon mutual agreement of both parties, optional renewal for an amount not to exceed \$25,520.00 for FY 2016 and \$28,072.00 for FY 2017.

B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the 2015 Operations and Maintenance budget from account 402-7022-533.52-30.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2015 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Chemicals	N/A	\$35,200.00	N/A	\$35,200	-\$23,200	\$12,000

Line item budgeted for purchase of this product in acct # 402-7022-533-52-30 is \$35,200:

C. Fiscal Review:

Larry Johnson - Director
Clyde Johnson - Finance

AGREEMENT
(Water Treatment Chemicals – Sulfuric Acid)

THIS AGREEMENT is made this _____ day of _____, 2014 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Sulphuric Acid Trading Company Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 3710 Corporex Park Drive, Suite 205 Tampa FL, 33619.

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 #14-133 (hereinafter "IFB") for the procurement of sulfuric acid, on an as needed basis;

WHEREAS, CONTRACTOR submitted a bid to provide sulfuric acid as described and set out in the IFB;

WHEREAS, the CITY desires to accept CONTRACTOR's bid in order for CONTRACTOR to render the goods to the CITY as provided herein;

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

WHEREAS, the CITY finds awarding the 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 sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Contractor Agreement (the "Agreement") shall be for twelve (12) months, with an option for two additional twelve (12) month renewals upon the mutual agreement of both parties. The CITY, however, may terminate the Agreement subject to the provisions set forth in the IFB and in this Agreement.

2. SCOPE OF WORK

2.1 The scope of work is the providing of sulfuric acid as needed by the City's water treatment plant, as more specifically set forth in the IFB (the "Scope of Work"). **Work shall commence upon the issuance of a P.O. by the City.**

2.2 The CONTRACTOR represents to the CITY that the materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work 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 work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 All deliveries of the chemicals shall be within 72 hours of the CITY placing the order with CONTRACTOR. In the event of a natural disaster as determined by the CITY, such as a hurricane, and the CITY places an order, such delivery shall occur within 48 hours of the order, provided that there are no transportation obstacles that are out of the control of the CONTRACTOR. Deliveries shall only occur between the hours of 7:00 am to 3:00 pm Monday through Friday and the chemicals shall be delivered to the plant located at 301 College Street, Lake Worth, FL. 33460.

3. USE OF AGENTS OR ASSISTANTS

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

4. MATERIALS

4.1 The CONTRACTOR shall provide all chemicals as more specifically set forth in the IFB.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual goods provided and accepted by the CITY at the rate of \$1.15515 per gallon when delivering a full truck load and \$1.15515 per gallon when delivering a partial truck load. There shall be a 24 ton minimum delivery with a charge

of \$37.50 for every half hour after the first hour for delivery wait time and an additional charge of \$25.00 if tractor air is required.

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

5.3 The City's ordering mechanism for all work 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 provide goods under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not 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 the purchase of goods beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods in any subsequent Fiscal Year. If the budget is approved for said goods, the City will issue a new Purchase Order each Fiscal Year, for required and approved goods.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide all goods is specified herein and no additional costs shall be authorized without prior written approval from CITY's governing body.

6.2 Any increase in the cost of sulfuric acid will be based upon validated industry information furnished by the supplier and other sources. Increases will be addressed at the twelve month contract intervals and will not exceed 10% unless extreme market conditions warrant action in advance. The CITY reserves the option to accept/deny any price adjustment and return to bid.

7. INVOICE

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

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or

assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to per performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to supply the requested amount of chemicals or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Water Utilities Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Water Utilities Director, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Water Utility Director, 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 12.1.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 12.2.

13. INSURANCE

13.1 Insurance shall be as set forth in Section 2, paragraph 1 of the IFB.

14. WAIVER OF BREACH

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

15. INDEMNITY

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

15.2 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.

15.3 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.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all 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 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.

16.2 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.

17. ASSIGNMENT

17.1 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 of 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.

17.2 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.

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 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.

20.2 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.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the delivery of the goods as specified herein.

22. NOTICES

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

Larry Johnson, Water Utility Director
City of Lake Worth
301 College Street
Lake Worth, Florida 33460

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

Brent Shonka, General Manager
Sulphuric Acid Trading Company, Inc.
3710 Corporex Park Drive, Suite 205
Tampa, FL 33619

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

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

24.2 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.

25. COUNTERPARTS

25.1 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.

26. LIMITATIONS OF LIABILITY

26.1 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.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or 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.

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

30.1 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.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- (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 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

34.1 The City of Lake Worth is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the City of Lake Worth shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. SAFETY: ACCIDENT PREVENTION

37.1 In the performance of this contract the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

37.2 It is a condition of this contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this contract, that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

38. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more.)

38.1 By execution of this contract, CONTRACTOR will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
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: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, City Attorney

CONTRACTOR: SULPHURIC ACID TRADING COMPANY, INC.

By: Brent Shonka

[Corporate Seal]

Print Name: Brent Shonka

Title: General manager

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 24th day of September, 2014 by Brent Shonka, as General manager (title), of Sulphuric Acid Trading Company, 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.

Notary Public

Kathryn Bain
Print Name: Kathryn Bain
My commission expires: March 23, 2018



Kathryn Bain
COMMISSION # FF096529
EXPIRES: Mar. 23, 2018
WWW.AARONNOTARY.COM



City of Lake Worth
BID TABULATION - Sulfuric Acid

IFB# 14-133 Sulfuric Acid		Allied Universal		Sulphuric Acid Trading Company, Inc		Shrieve Chemical		Univar USA Inc	
OPENED: September 9, 2014 at 2:00 PM									
DESCRIPTION	QUANTITY (in gallons)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)
Sulfuric Acid	20,000	\$ 1.19	\$ 2.05	\$ 1.16	\$ 1.16	\$ 1.41	\$ 1.77	\$ 1.43	\$ 2.32
								these prices marked "as-is basis"	
Annual Extended Price :		\$ 23,800.00	\$ 41,000.00	\$ 23,103.00	\$ 23,103.00	\$ 28,200.00	\$ 35,400.00	\$ 28,660.00	\$ 46,360.00
Minimum Requirements		3,300 gallons	1,000 gallons	Price includes 24 ton minimum, single point delivery with one hour free unloading time followed by retention at \$37.50 per half hour thereafter. Tractor Air, if required is an additional \$25.00		1,600 gallons	1,600 gallons	48,000 lbs	24,000 lbs
Qualification of Bidders Information (B2)		yes		yes		yes		yes	
Bid Signed (B3)		yes		yes		yes		yes	
Affidavit of Prime Bidder (B4)		yes		yes		yes		yes	
Drug Free Workplace (B5)		yes		yes		yes		yes	
RANKING per PRICE only!!!! FULL truckload		2		1		3		4	
RANKING per PRICE only!!!! PARTIAL truckload		3		1		2		4	

OPENED BY: Sarah Vinci

COPY

(B1)

BID PACKAGE COVER SHEET

IFB # 14-133 Project Title: Water Treatment Chemicals – Sulfuric Acid

Bidder Company Name: Sulphuric Acid Trading Company, Inc.

Enclose the following documents:

- X 1. Bid Package Cover Sheet (B1)
- X 2. Qualification of Bidders Information (B2)
- X 3. Bid (B3)
- X 4. Affidavit Of Prime Bidder re Non-collusion (B4)
- X 5. Drug Free Certification (B5)

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 TWO (1) 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.

City of Lake Worth
IFB # 14-133

Annual Contract for Sulfuric Acid

QUALIFICATION OF BIDDERS INFORMATION

A. REFERENCE LIST

The following is a list of at least three (3) references that the Bidder has provided similar supply contracts to a similar size organization in the past three years.

1. Name of Firm, City, County or Agency: City of Tampa WTP
Contact Name: Tom Freeman /Title Supervisor
PH 813-231-5258 FX _____ EM _____
Service Dates: 23 Years (current) Bid No. (if applicable) _____
Product Supplied: 93% Sulphuric Acid

2. Name of Firm, City, County or Agency: North County Regional WTP
Contact Name: John Augustyn /Title Lead Operator
PH 239-252-4166 FX _____ EM _____
Service Dates: 21 Year (Current) Bid No. (if applicable) _____
Product Supplied: 93% Sulphuric Acid

3. Name of Firm, City, County or Agency: Town of Jupiter
Contact Name: Mark Cantor /Title Supervisor
PH 561-741-2606 FX _____ EM _____
Service Dates: 16 Years (Current) Bid No. (if applicable) _____
Product Supplied: 93% Sulphuric Acid

B. Description & location of physical plant and facilities to supply this bid:

TECO Polk Power Station, 9995 SR 37, Mulberry, Fl 33860
SATCO Tampa Terminal, 4041 Maritime Blvd., Tampa 33605

Company Name: Sulphuric Acid Trading Company, Inc.

Authorized Signature: Brent Shonka Title: General Manager

C. Description of Delivery Fleet used for this bid: Chemical Tank Lines (CTL), Mulberry, FL

D. Number of Years firm has been in Business: 29+ years

E. Summary or Proof of Quality Control Program in Place at Plant.
SATCO Terminal - ISO Certificate (see attachment E1 - E2)
TECO Polk Power Station (see attachment E3 - E5)

F. Vendor Representative from Firm Submitting Bid

Name & Title: Susan Forney, Product Manager
813-225-2000 813-225-1001 satco@satcoinc.net
Ph No: Fax No: Email:

G. Summary of safety procedures in place regarding deliveries/off loading of product. Include any training programs that drivers are required to participate in.
Please see attachments G1 - G3

H. In-house valve cleaning and overhaul procedure (may be submitted as an attachment):
Please see attachment H1

Company Name: Sulphuric Acid Trading Company, Inc.

Attachment E1



NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105
(888) NSF-9000 | www.nsf-isr.org

Certificate of Registration

This certifies that the Quality Management System of

Satco, Inc.

3710 Corporex Park Dr Suite 205
Tampa, Florida, 33619, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2008

Scope of Registration:

Wholesale distribution of sulfuric acid.



Certificate Number: 0Y081-IS3
Certificate Issue Date: 27-NOV-2012
Registration Date: 17-NOV-2012
Expiration Date *: 16-NOV-2015

William Niedzwiecki,
President & General Manager,
NSF-ISR, Ltd.

Attachment E2



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, April 28, 2014** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0F460&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive

Suite 205

Tampa, FL 33619

United States

800-633-1358

813-225-2000

Facility : Mulberry, FL

Sulfuric Acid

Trade Designation

Sulfuric Acid

Product Function

Max Use

50mg/L

EZ Cont.

Sulphuric Acid	Corrosion & Scale Control	50mg/L
	pH Adjustment	
	Corrosion & Scale Control	
	pH Adjustment	

Facility : Tampa, FL

Sulfuric Acid

Trade Designation

Sulfuric Acid

Product Function

Corrosion & Scale Control
pH Adjustment

Max Use

50mg/L

Sulphuric Acid

Corrosion & Scale Control
pH Adjustment

50mg/L

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

Polk Power Station

Sulphuric Acid Truck Policies and Procedures

1. All drivers must be endorsed to haul sulphuric acid, and have proof of endorsement available for inspection.
2. Satco shall ensure all carriers (and customer) drivers have valid CDL Class A with an X endorsement.
3. Satco shall provide TECO-Polk Power Station a list(s) of all approved endorsed carrier drivers. The list shall contain the drivers name, CDL number and expiration date. Updated lists shall be provided as driver changes occur. Drivers not shown on the provided list will not be eligible to enter the Polk Power Station site.
4. Drivers must obey Polk Power Station's posted Acid Truck Route, unless directed otherwise by Polk site personnel. ***In the event of an emergency alarm (horn blast or whopping siren) remain with your truck at the acid unloading station. An operator will come to you and give you instructions. If you have completed loading and are exiting the station continue to exit. Listen for instructional announcements on the PA system.***
5. All drivers must have past experience with the acid loading equipment at the site. It is permissible for an experienced driver train the new driver in operation the equipment. If an experience driver is not available, the new driver shall contact the control room (39133 or 863-428-1405) and ask for help. A Polk representative will be sent to truck loading to provide the driver with the required training.
6. Tampa Electric reserves the right to refuse admission to any driver in its discretion. Drivers who fail to abide by these requirements, or who pose a safety risk in Tampa Electric's judgment, will be refused entry, or removed from the site.



3710 Corporex Park Dr., Suite 205
Tampa, FL 33619
Telephone (813) 225-2000
Fax (813) 225-1001

Truck Driver Waiver

THE SAFE LOADING OF SULPHURIC ACID IS YOUR RESPONSIBILITY

TECO Polk Power safety policies, practices and rules are intended to supplement an experienced driver's knowledge, skill and training. Compliance with TECO Polk Power safety policies, practices and rules is required to access TECO Polk Power Facility. These do not replace on-site observations and safety training of the driver engaged in loading.

NO ATTEMPT TO LOAD SULPHURIC ACID SHOULD EVER TAKE PLACE IF YOU OBSERVE ANY DANGEROUS OR UNSAFE CONDITIONS, OR IF ANY EQUIPMENT OR APPARATUS IS NOT IN GOOD WORKING ORDER.

Hazards Present: Daily operations at the TECO Polk Power Facility involve hazardous chemicals, including sulphuric acid.

Personal Protective Equipment Required: Full sulphuric acid approved chemical suit including; pant and jacket or coverall (completely buttoned, zipped and/or velcroed up), boots (full length, not cut off at the ankles), gloves (full length, not rolled into a cuff), goggles (properly adjusted), and a hard hat with an attached face shield (worn in the down position). Use of the above gear is non-negotiable and must be worn at all times while loading at the TECO Polk Power Facility. Failure to follow TECO Polk Power safety policies, practices and rules or to wear required Personal Protective Equipment may result in SATCO and/or TECO suspending or terminating the offending driver's access to the TECO Polk Power Facility.

Acknowledgement: By initialing next to each subject you acknowledge each item as outlined.

- I have a valid Florida CDL Class A License with X endorsement _____
- I have been trained in all laws, rules, and regulations associated with the handling and transportation of sulphuric acid _____
- I have been trained in all safety policies, practices and rules which are required by the TECO Polk Power Facility which include (1) Acid Loading Procedures for Truck Drivers, (2) Polk Power Station Sulphuric Acid Truck Policies and Procedures and (3) Polk Power Plant Map of Acid Truck Routes _____
- I have experience with the acid loading equipment at the TECO Polk Power Facility. _____
- My access to the TECO Polk Power Facility may be suspended or terminated at the sole discretion of SATCO or TECO _____

E4 Cont'

Affidavit:

By signing below I acknowledge hazardous chemicals, including sulphuric acid, are present while working at the TECO Polk Power Facility. I am knowledgeable with the training described and agree to wear the Personal Protective Equipment required. I also understand safety is my responsibility and I will not attempt to load sulphuric acid if I observe any condition on my vehicle, or at the facility that may present a hazard, or if any equipment or apparatus is not in good working order.

Print Name: _____ Date: _____

Signature: _____

Company: _____

SATCO AUTHORIZED DRIVER REQUEST
(For the TECO Polk Power Facility)

Attachment ES

NAME OF CARRIER: _____
(Please Type or Print Name of Carrier or Trucking Company)

FULL LEGAL NAME OF EACH DRIVER TO BE ADDED TO THE AUTHORIZED LIST:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

We hereby request the above individuals be added to the Authorized List which would allow them access to the TECO Polk Power Facility in order to load sulphuric acid.

Each of the individuals above currently has a valid Florida CDL Class A License with a HAZMAT Endorsement ("X" endorsement) and a copy is included with this request.

Each of the individuals above has undergone safety training at our Company. Each individual has been trained in all laws, rules and regulations associated with the handling and transportation of sulphuric acid and are fully qualified to load, unload, and safely transport sulphuric acid. Each individual has been instructed on the TECO Polk Power Facilities safety policies, practices and rules which include (1) Acid Loading Procedures for Truck Drivers, (2) Polk Power Station Sulphuric Acid Truck Policies and Procedures and (3) Polk Power Plant Map of Acid Truck Routes. Each of the individuals have read and signed the Truck Driver Waiver Form which are included with this request.

Each individual listed above has accompanied an experienced and authorized driver to the TECO Polk Power Facility and has received on-site instruction and training regarding the proper loading of sulphuric acid.

In requesting the above individuals to be added to the Authorized List which would allow them access to the TECO Polk Power Facility, we acknowledge the safety and training of our drivers is our sole responsibility. We understand SATCO and/or TECO Polk Power exercise no direct dominion or control over the details of the work of our drivers. SATCO and/or TECO Polk Power have the right to terminate or suspend any driver's access to the TECO Polk Power Facility.

By signing this document I hereby represent that the above statements are all true. I further represent I have personal knowledge of the matters set forth above, and the authority within my Company to request the above individuals to be added to the Authorized List which would allow them access to the TECO Polk Power Facility.

NAME OF CARRIER: _____
(Please type or print Name of Carrier or Trucking Company)

BY: _____
(Please Print Full Name of Person Signing)

ITS: _____
(Please Print Position or Job Title of Person Signing)

SIGNATURE: _____ / /
(Please Sign and Date)

TRACTOR PUMP OFF LOAD PROCEDURE CERTIFICATION

Trainee _____ Date _____

Product _____ Location _____

Please check either yes, no, or N/A for each step

Yes No

LOADING

		1	Does driver verify tanker has been washed out
			Or does driver verify residue last contained and obtain
			permission for reload with out cleaning
			Or does driver verify next load will be same product
		2	Does driver acknowledge location of shipper and receiver
		3	Does driver confirm he has the proper equipment
		4	Does driver read and verify that he has the correct MSDS
		5	Does driver verify he has the correct PPE
		6	Does driver request copy of strapping chart
		7	Does driver inspect tanker
		8	Does driver fill out a driver trip sheet
		9	Does driver scale per customers request (when empty)
		10	At shipper does driver tell plant personnel what product
			is being picked up
		11	At loading station does driver ask loader to inspect tanker and
			verify correct plant connection
		12	Does driver have loader sign driver trip sheet prior to loading
		13	Does driver know how to use calibration chart
		14	After loading does driver check all fittings, lids, valves
			and caps
		15	Does driver correctly verify accuracy of shipping papers
		16	Does driver correctly verify and insure placards are attached
		17	Does driver scale per customers request (when loaded)

UNLOADING

		18	At receiver does driver present shipping papers to plant
			personnel and state what product is being delivered
		19	Does the driver have consignee show where to unload
			and what connection to use
		20	Does driver confirm plant tank has enough capacity
		21	Does driver have plant personnel sign authorization to unload
			on driver trip sheet
		22	Does driver position unit properly
		23	Does driver put on proper PPE

Yes No

		24	Does driver check safety shower and eyewash
		25	Does driver inspect hoses, connections, and gaskets
		26	Does driver open dome lid
		27	Does driver put bucket under discharge line
		28	Does driver vent discharge line
		29	Does driver remove cap correctly
		30	Does driver properly connect hoses
		31	Does driver place bucket under pump
		32	Does driver place pads under hose connections
		33	Does driver strap all cams down
		34	Does driver open external then internal valves
		35	Does driver allow product to gravitate towards pump
		36	Does driver then have plant personal open their valve
		37	Does driver start engine and engage PTO correctly
		38	Does driver run pump at proper rpm
		39	Does driver check for leaks and stay within 25 feet
		40	If pump leaks, does driver follow proper adjustment procedure
		41	Does driver recognize when tanker is empty
		42	Does driver climb up and verify tanker is empty
		43	Does driver close internal and external valves
		44	Does driver clear the hoses properly
		45	Does driver have plant personnel close their valve
		46	Does driver shut off pump and truck engine
		47	Does driver unhook and drain hoses properly
		48	Does driver put away hoses properly and cap the ends
		49	Does driver replace cap(s) on tanker discharge line
		50	Does driver ask plant personnel to verify tanker is empty
		51	Does driver close dome lid
		52	Does driver leave consignee a copy of the driver trip sheet
		53	Does driver check unit prior to leaving

I certify that the above named trainee has performed this tractor pump off procedure in a satisfactory manner with out assistance

Trainer (print name) _____

Trainer (signature) _____

AIR OFF LOAD PROCEDURE CERTIFICATION

Trainee _____ Date _____

Product _____ Location _____

Please check either yes, no, or N/A for each step

Yes No

LOADING

		1	Does driver verify tanker has been washed out
			Or does driver verify residue last contained and obtain
			permission for reload with out cleaning
			Or does driver verify next load will be same product
		2	Does driver acknowledge location of shipper and receiver
		3	Does driver confirm he has the proper equipment
		4	Does driver read and verify that he has the correct MSDS
		5	Does driver verify he has the correct PPE
		6	Does driver request copy of strapping chart
		7	Does driver inspect tanker
		8	Does driver fill out a driver trip sheet
		9	Does driver scale per customers request (when empty)
		10	At shipper does driver tell plant personnel what product
			is being picked up
		11	At loading station does driver ask loader to inspect tanker and
			verify correct plant connection
		12	Does driver have loader sign driver trip sheet prior to loading
		13	Does driver know how to use calibration chart
		14	After loading does driver check all fittings, lids, valves
			and caps
		15	Does driver correctly verify accuracy of shipping papers
		16	Does driver correctly verify and insure placards are attached
		17	Does driver scale per customers request (when loaded)

UNLOADING

		18	At receiver does driver present shipping papers to plant
			personnel and state what product is being delivered
		19	Does the driver have consignee show where to unload
			and what connection to use
		20	Does driver confirm plant tank has enough capacity
		21	Does driver have plant personnel sign driver trip sheet authorization
			prior to unloading
		22	Does driver position unit properly
		23	Does driver put on proper PPE

Yes No

		24	Does driver check safety shower and eyewash
		25	Does driver confirm dome lid is closed securely
		26	Does driver confirm product is not flammable/combustible
		27	Does driver inspect hoses, connections, and gaskets
		28	Does driver place bucket under discharge line
		29	Does driver vent discharge line
		30	Does driver remove cap correctly
		31	Does driver properly connect hoses
		32	Does driver place pads under hose connections
		33	Does driver strap all cams down
		34	Does driver blow air line of any contaminates
		35	Does driver hook up air, but do not turn on
		36	Does driver open external then internal valves
		37	Does driver have plant personal open their valve
		38	Does driver open air valve at source of air
		39	If driver is using tractor air, is engine rpm between 1000-1200
		40	If driver is using plant air, verify pressure does not exceed 25 psi
		41	Does driver while unloading check for leaks and remain within 25 feet
		42	Does driver recognize when tanker is empty
		43	Does driver shut off air and engine if required
		44	Does driver allow air pressure to bleed through product hoses (if allowed)
		45	Does driver close dome lid air valve then remove air hose
		46	Does driver reopen dome lid air valve (bleeder)
		47	Does driver have plant personnel close their valve
		48	Does driver close internal then external valve
		49	Does driver open bleed off valve on discharge line
		50	Does driver unhook and drain hoses properly
		51	Does driver put away hoses properly and cap the ends
		52	Does driver replace cap(s) on tanker discharge line
		53	Does driver close bleed off valve on discharge line
		54	Does driver open bleed off valve on top of tanker and open
		55	Does driver open dome lid to verify tanker is empty
		56	Does driver ask plant personnel to verify this
		57	Does driver leave consignee a copy of the driver trip sheet
		58	Does driver check unit prior to leaving

I certify that the above named trainee has performed this tractor pump off procedure in a satisfactory manner with out assistance

Trainer (print name) _____

Trainer (signature) _____

Training Program

1. Verbal Introduction of Processes
 - Principles of Air Off Unloading
 - Principles of Pump Off Unloading
2. Introduction into paperwork
 - Carrier contract
 - Wash out tickets
 - Calibration charts
 - Weight tickets
 - MSDS
 - Shipping papers
 - Placards
3. Paperwork exercise
 - Fill out CTL manifest
 - Verify correctness of shipping papers and placards
 - Hand out pump off and air off procedure checklists
4. PowerPoint showing both pump off and air off unloading
5. PowerPoint showing how to adjust pump seals
6. Hands on training setting up to unload
 - PPE use
 - Safety
 - Inspection of equipment
 - Verifying correct plant connection and plant tank capacity
7. Hands on training unloading
 - Trainees with direct instructor supervision will go step by step through the pump off and air off procedures
 - Trainees on their own will practice the procedures
 - Trainees will encounter problems set up by the instructors
8. Testing
 - Each trainee has to successfully complete each process (Instructors will grade their performance)

Valve cleaning and maintenance:

- Valves are visually inspected by driver on pre/post trip inspection (visual external inspection).
- Valves are inspected (internal & external visual) during cleaning, if cleaning is required.
- Valves are inspected (visual & internal visual) and tested for operation quarterly during PM process.
- Valves are inspected (visual & internal) and pressure tested during HM 132 inspection process annually.
- Valves are inspected/tested/replaced anytime maintenance work is required of the valve assembly.

Authorized Signature: Brent Shonke Title: General Manager

I. Citations and or violations of environmental regulations (may be submitted as an attachment):

N/A

J. Emergency Crew information:

Location of nearest emergency station: CTL - Safety Director - Mulberry, FL

Name of person in charge of emergency crew: Randy Dieter

Telephone numbers to be called for emergency service and/or normal maintenance:
Safety Department (863) 428-3198

Time periods during which service will be available from the number(s) indicated: 24 Hours/7 Days

K. Tanker Truck Sizes

What size taker will be making the deliveries: 4,500 and 4,800 gallon tankers

(B3)

BID

IFB # 14-133

Annual Contract for Sulfuric Acid

BID PROPOSAL FORM

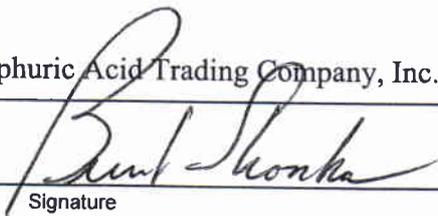
Item	Description	Unit of Measure	Annual Usage	Unit Price	Annual Extended
	Sulfuric Acid 93%		20,000 Gal		
	Full Truckload Price	1 Gal		\$ 1.15515 /Gal	\$ 23,103.00 /Gal
	Partial Truckload Price	1 Gal		\$ 1.15515 /Gal	\$ 23,103.00 /Gal

Price submitted includes all costs, including delivery costs.

List your minimum requirements, if any Price includes 24 ton minimum, single point delivery with one hour free unloading time followed by detention at \$37.50 per half hour thereafter. Tractor Air, if required is an additional \$25.00

Please make sure that you submit your Full Truckload Price per gallon and your Partial Truckload Price per gallon.

Company: Sulphuric Acid Trading Company, Inc. Federal ID #: 59-3424337

Authorized By: 
Signature
Brent Shonka General Manager
Print Name Title

Address: 3710 Corporex Park Drive, Suite 205, Tampa Florida 33619
Street City, State Zip Code

Telephone: (813) 225-2000 Fax: (813) 225-1001

E-Mail Address: satco@satcoinc.net

IFB # 14-133

Annual Contract for Sulfuric Acid

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, and Bidder has read all issued addenda issued.
- 3. 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>
N/A	

- 4. 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:

<i>Name</i>	<i>Address</i>
N/A	

5 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.

6 Bidder acknowledges that ADDENDA NO(S). None have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

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

8 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.

IFB # 14-133

Annual Contract for Sulfuric Acid

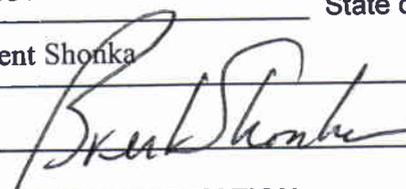
Name of Bidder: Sulphuric Acid Trading Company, Inc.

HQ Address: 3710 Corporex Park Drive, Suite 205, Tampa ST FL Zip 33619

Phone: (813) 225-2000 Email: satco@satcoinc.net

FEIN: 59-3424337 State of Incorporated: Florida

Print Name: Brent Shonka Title: General Manager

SIGNATURE:  Date: September 5, 2014

ORDER PLACEMENT INFORMATION

Contact Person: Katie Bain

Telephone: (813) 225-2000

Email: KBain@satcoinc.net

Fax: (813) 225-1001

Website (if applicable): N/A

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

IFB # 14-133

Annual Contract for Sulfuric Acid

(B4)

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

State of Florida
County of Hillsborough

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

- 1. I am the General Manager of Sulphuric Acid Trading Company, Inc., the 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. None (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: None (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) [Signature]
(Print Name) Brent Shonka
(Title) General Manager

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

this 5th day of September, 2014 by Brent Shonka, who is General Manager (title) of Sulphuric Acid Trading Company, Inc. and who is personally known to me or who has produced N/A as identification.

[Signature]
Notary Public



Kathryn Bain
COMMISSION # FF096529
EXPIRES: Mar. 23, 2018
WWW.AARONNOTARY.COM

IFB # 14-133

Annual Contract for Sulfuric Acid

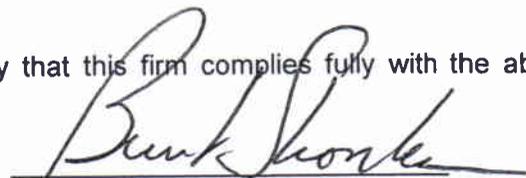
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Sulphuric Acid Trading Company, Inc. _____ 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: Brent Shonka
September 5, 2014
 Date

SULPHURIC ACID TRADING COMPANY, INC.

BOARD RESOLUTION

RESOLVED, that, effective January 1, 2014, the Board of Directors of Sulphuric Acid Trading Company, Inc. (the "Company") hereby authorizes Brent Shonka, General Manager, to make any and all contracts, agreements, and orders which he may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in his capacity as General Manager, subject to any existing limitations or restrictions requiring approval of another officer of the Company or the Board of Directors.

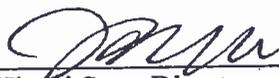
This resolution will be effective on the latest date executed by all the directors of the Company set forth below:

EXECUTED: FEB 14, 2014



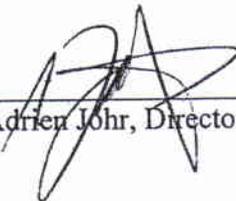
Toshizo Oda, Director

EXECUTED: Feb. 14, 2014



Hiroki Sato, Director

EXECUTED: Feb. 14, 2014



Adrien Johr, Director

2014 - 2015 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2015

ACCOUNT NO.
13735
RENEWAL

OCC. CODE
380.003001 Retail sales

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS SATCO
4041 MARITIME BLVD
TAMPA, FL 33605

2014-2015

NAME SATCO
MAILING 3710 CORPOEREX PARK DR STE 205
ADDRESS TAMPA, FL 33619

Paid 13-654-000323
07/22/2014 30.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

ACCOUNT NO.

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Sulphuric Acid Trading Company, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
3710 Corporex Park Drive, Suite 205

City, state, and ZIP code
Tampa, FL 33619

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number									
5	9	-	3	4	2	4	3	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Paul Behn* Date ▶ *4-30-14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

State of Florida

Department of State

I certify from the records of this office that SULPHURIC ACID TRADING COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on January 29, 1997, effective January 22, 1997.

The document number of this corporation is P97000008780.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 21, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of April, 2014*



Ken DeFina
Secretary of State

Authentication ID: CC4320807333

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

SATCO

Sulphuric Acid Trading Company, Inc.
3710 Corporex Park Drive, Suite 205, Tampa, FL 33619
PH: 800-633-1358 FX: 813-225-1001

SULPHURIC ACID

MSDS

MATERIAL SAFETY DATA SHEET

IN CASE OF EMERGENCY, CALL CHEMTREC @ 1-800-424-9300

•Revision Date: January 13, 2011•

I. PRODUCT IDENTIFICATION

PRODUCT NAME - **SULPHURIC ACID**, Concentrated
CHEMICAL FAMILY - Inorganic Acid
CHEMICAL NAME - Sulfuric Acid
SYNONYMS - Oil of Vitriol, Battery Acid

CAS NO. - 7664-93-9
MOLECULAR WGT - 98
FORMULA - H₂SO₄
DOT CLASS - Corrosive Material, UN 1830

II. COMPOSITION

	%	CAS NO.
HAZARDOUS INGREDIENTS:		
Sulphuric Acid.....	93 - 98	7664-93-9
OTHER INGREDIENTS:		
Water, approximate.....	2 - 7	7732-28-5

NOTE: Contains sulphuric acid, which is subject to the reporting requirements of the Emergency Planning and Community Right-To-Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) (40 CFR Part 355, 370 and 372).

III. PHYSICAL DATA

BOILING POINT - 535 to 586°F
VAPOR PRESSURE, mm Hg, 77°F - Less than 1
SOLUBILITY IN WATER - Complete
APPEARANCE AND ODOR - Clear, colorless, odorless oily liquid.

SPECIFIC GRAVITY (H₂O=1) - 1.84
PERCENT VOLATILE - 0 at 77°F
pH, 1% SOLUTION - Approximately 1

IV. FIRE AND EXPLOSION HAZARD DATA

FLASH POINT - Does not burn.
REACTS with many metals to form flammable and explosive hydrogen gas. Reacts violently with water and many organic materials. Contact with water causes evolution of heat, and may cause spattering. Heat of a fire could cause evolution of sulphuric acid mist or sulphur trioxide.
USE water spray to cool sulphuric acid containers to prevent rupture. Firefighters and emergency personnel should use self-contained breathing apparatus and full acid-resistant clothing.

FLAMMABLE LIMITS - Not applicable

V. REACTIVITY DATA

STABILITY - Sulphuric acid is stable under normal conditions.
HAZARDOUS POLYMERIZATION will not occur.
INCOMPATIBILITY (Materials to avoid) - Reaction with many metals may cause evolution of flammable and explosive hydrogen gas. Contact with strong alkalis, strong oxidizers, or combustible materials may cause spattering of the acid and liberation of heat. Contact with sulfides or cyanides may cause release of toxic gases.
HAZARDOUS DECOMPOSITION PRODUCTS - At very high temperatures may release sulphur dioxide or sulphur trioxide.

VI. HEALTH HAZARD DATA

OSHA Permissible Exposure Limit and ACGIH TLV is a time-weighted-average of 1 mg/m³. The ACGIH Short Term Exposure Limit (STEL) is 3 mg/m³. Sulphuric acid is not considered to be a cancer-causing material by OSHA, NIOSH, or IARC.
ROUTES OF ENTRY - Lungs (breathing), ingestion (swallowing), skin contact.
EFFECTS OF OVEREXPOSURE:
INGESTION: MODERATELY TOXIC. Corrosive to the mouth, teeth, throat and stomach. Human oral LDLo=135 mg/kg. May cause gastrointestinal disturbances. Symptoms may include salivation, irritation, throat burns, nausea, abdominal pain, vomiting and diarrhea.
SKIN: EXTREMELY IRRITATING AND CORROSIVE. Contact may cause reddening, itching, inflammation, blistering and tissue damage. Extent of burns may not become apparent for several hours after contact.
EYE: EXTREMELY IRRITATING AND CORROSIVE. Direct contact may cause conjunctivitis, corneal ulceration and permanent injury.
INHALATION: HIGHLY TOXIC. Mouse LC50=320 ppm/2 hrs. May cause respiratory tract irritation, throat burns, constriction of the windpipe, severe pulmonary edema and death. May also cause inflammation of the stomach, bronchitis, and tooth erosion. Exposure may cause symptoms similar to those listed under "INGESTION".
SPECIAL TOXIC EFFECTS: No Data.

Sulphuric Acid
Page 2 Of 2

VII. FIRST AID

INGESTION: DO NOT INDUCE VOMITING. If victim is conscious, give 1-3 glasses of water or milk to dilute stomach contents. Get immediate medical attention.

SKIN CONTACT: REMOVE contaminated clothing immediately and flush area of contact with copious water for at least 20 minutes. Wash area of contact thoroughly with soap and water. Place contaminated clothing in closed container for storage until discarded. Get immediate medical attention.

EYE CONTACT: FLUSH immediately with large amounts of water for at least 20 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. Do not wait for symptoms to develop. Get immediate medical attention.

INHALATION: REMOVE affected person from source of exposure. If not breathing, institute cardiopulmonary resuscitation (CPR). If breathing is difficult, give oxygen. Keep affected person warm and at rest. Get immediate medical attention.

NOTE TO PHYSICIAN: If inhalation exposure has occurred, patient should be observed for latent pulmonary edema for at least 30 hours.

VIII. PERSONAL PROTECTION INFORMATION

EYE PROTECTION: WEAR chemical safety goggles and face shield. Do not wear contact lenses when working with this substance. Have eye baths readily available where eye contact can occur.

SKIN PROTECTION: WEAR impervious gloves and protective clothing to prevent skin contact. PVC or neoprene gloves and clothing are recommended. Skin contact should be avoided at all times. Provide safety showers at locations where skin contact can occur.

RESPIRATORY PROTECTION: USE NIOSH approved respirator when airborne exposure limits are exceeded and when required for non-routine and emergency use. Ventilation may be used to control or reduce airborne concentrations.

IV. ENVIRONMENTAL INFORMATION

EMERGENCY ACTION: Stay upwind of spills and keep out of low areas. Isolate hazard area and keep unnecessary people away. Also see Personal Protection Information section.

SPILL OR RELEASE TO THE ENVIRONMENT: If your facility or operation has a "Hazardous Substance Contingency Plan", activate procedures as outlined. Caution should be exercised regarding personnel safety and exposure to the spilled material. Take immediate steps to stop and contain the spill. For technical advice and assistance related to chemicals, contact CHEMTREC (800) 424-9300 and your local fire department.

NOTIFICATION: The reportable quantity for this material is 1,000 pounds. Any spill or other release of this material to the air, water or land (unless entirely contained to the workplace) equal to or in excess of the reportable quantity must be reported immediately to the National Response Center (800) 424-8802 as required by U.S. Federal law. Similarly, any release of a reportable quantity or greater of this material must also be reported immediately to the Community Emergency Coordinator for the Local Emergency Planning Committee and to the State Emergency Response Commission. Failure to properly report spills or releases may result in civil and criminal penalties.

SPILL OR LEAK PROCEDURE: Do not apply water unless directed to do so. Do not get water inside container. Use water sprays to reduce vapors but do not put water on leak area. Do not touch spilled material. Stop leak only if it can be done without risk. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Dike spill for later disposal. Clean-up only under supervision of an expert. Hydrated lime may be used to neutralize residue.

WASTE DISPOSAL: Sulphuric acid, when discarded or disposed of, is not specifically listed as a hazardous waste in Federal regulations. However, sulphuric acid and mixtures containing it having a pH of 2 or less are considered corrosive, and are assigned EPA Hazardous Waste Number D002. (See 40 CFR 261.) Additionally, this material could be designated as hazardous according to state regulations and/or could become a hazardous waste if it is mixed with or comes in contact with a hazardous waste. If such contact or mixing has occurred, check 40 CFR 261 and 262, 263 and 264 to determine what, if any, disposal requirements apply. The transportation, storage, treatment and disposal of waste material must be conducted in compliance with all applicable Federal, State and local regulations.

ADDITIONAL ENVIRONMENTAL REGULATORY INFORMATION: There may be specific regulations at the local, regional or state level that pertain to this material.

HANDLING/STORAGE: Store in tightly closed containers in cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles. Do not eat, drink or smoke in areas of use or storage. Empty containers may contain toxic and corrosive residue or vapors. Do not cut, grind, drill, weld or reuse containers unless adequate precautions are taken.

X. TRANSPORTATION REQUIREMENTS

D.O.T. HAZARD CLASS (49 CFR 172.101): 8
D.O.T. PROPER SHIPPING NAME (49 CFR 172.101): Sulfuric Acid
D.O.T. LABELS REQUIRED (49 CFR 172.101): Corrosive
BILL OF LADING DESCRIPTION: UN 1830 Sulfuric Acid, 8, PG II, RQ

D.O.T. PLACARDS REQUIRED: Corrosive
UN/NA CODE: UN 1830

The information, data, and recommendations contained herein are believed to be accurate. Sulphuric Acid Trading Company, Inc. (SATCO) makes no warranty of any kind whatever with respect thereto and disclaims all liability from reliance thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
000000-SATCO-ACORD-13-14	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318
INSURED Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619	INSURER B: Mitsui Sumitomo Insurance Group	00026
	INSURER C: Illinois Union Insurance Co	27960
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: NYC-006750417-08	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MASILNY00005013	10/10/2013	09/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BVR8302070	10/10/2013	09/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			MASILNY00005213	10/10/2013	09/30/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	POLLUTION LIABILITY SIR: \$100000			GPIG24883930004	10/10/2013	09/30/2016	Each Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is added as an Additional Insured, as required by contract and this status is only as respects the negligence of the Named Insured. Auto policy is shown as evidence of coverage only.

CERTIFICATE HOLDER City of Lake Worth 7 North Dixie Highway Lake Worth, FL 33460	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Stan Schiff
--	---

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Landrum Human Resource Companies, Inc., Etal
6723 Plantation Road
Pensacola FL 32504-0698

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION	1/1/2015	WA2-65D-428303-064 WC2-651-428303-554	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: AL, AR, AZ, CA, CO, CT, FL, GA, ID, IL, IN, KY, LA, MA, MD, ME, MI, MO, MS, NC, NE, NH, NJ, NV, NY, OK, PA, SC, TN, TX, VA, WI, WV	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	RETRO DATE _____			General Aggregate
				Products / Completed Operations Aggregate
				Each Occurrence
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED			Personal & Advertising Injury Per Person / Organization	
			Other	Other
			Each Accident—Single Limit B.I. And P.D. Combined	
			Each Person	
OTHER			Each Accident or Occurrence	
			Each Accident or Occurrence	
ADDITIONAL COMMENTS				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate Holder
City of Lake Worth
7 North Dixie Hwy
Lake Worth FL 33460

Roberta L. Cioci

Roberta Cioci

AUTHORIZED REPRESENTATIVE

Tampa/0555
3901 Premier North Drive
Tampa FL 33624 813-264-6588 12/24/2013
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

AGENCY CUSTOMER ID: LM_2802

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Liberty Mutual Insurance Co. National Insurance East		NAMED INSURED Landrum Human Resource Companies, Inc., Etal 6723 Plantation Road Pensacola FL 32504-0698	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: NM **FORM TITLE:** Certificate of Casualty Insurance (07/10)
CERTIFICATE HOLDER: City of Lake Worth
ADDRESS: 7 North Dixie Hwy Lake Worth FL 33460

Workers Compensation coverage for Employees leased to but not subcontractors of Sulphuric Acid Trading Company, Inc.



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Water/Sewer Utility

EXECUTIVE BRIEF

TITLE:

Agreement with Harcros Chemicals to purchase caustic soda

SUMMARY:

This Agreement authorizes the purchase of bulk caustic soda for the Reverse Osmosis Water Treatment Plant for potable water treatment process at a cost not to exceed \$79,950.00 for Fiscal Year 2015, with options to renew upon mutual agreement of both parties for \$84,645.00 for Fiscal Year 2016 and \$93,109.50 for Fiscal Year 2017.

BACKGROUND AND JUSTIFICATION:

Caustic Soda is a necessary chemical used in the reverse osmosis treatment process for pH adjustment and odor control. On September 9, 2014 bids were received for the process chemicals needed for treatment of potable water at the City's reverse osmosis plant. These bids were evaluated by staff, taking into account unit costs, minimum quantities, and penalties for deliveries below minimum. Harcros Chemicals is the lowest responsive and responsible bidder.

MOTION:

I move to approve/disapprove an agreement with Harcros Chemicals for an amount not to exceed \$79,950.00 for Fiscal Year 2015, and upon mutual agreement of both parties, renew for an amount not to exceed \$84,645.00 for Fiscal Year 2016 and \$93,109.50 for Fiscal Year 2017.

Attachments

- 1) Fiscal Analysis
- 2) Bid tabulation for Bid IFB# 14-130
- 3) Harcros Chemicals Agreement

FISCAL IMPACT ANALYSIS

A. Three Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017
Capital Expenditures	0	0	0
Operating Expenditures	\$79,950.00	\$84,645.00	\$93,106.50
External Revenues	0	0	0
Program Income	0	0	0
In-Kind Match	0	0	0
Net Fiscal Impact	\$79,950.00	\$84,645.00	\$93,106.50

Our estimated annual usage is 45,000 gallons per year, with an expected increase of ten percent for fiscal year 2016 and each year after. Harcros Chemical is the low bid at a price of \$1.71 per gallon. Staff is therefore requesting a Contractor Agreement Not-to-Exceed \$79,950.00 for Fiscal Year 2015, with optional renewal of \$84,645.00 for Fiscal Year 2016 and \$93,109.50 for Fiscal Year 2017.

B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the 2015 Operations and Maintenance budget from account 402-7022-533.52-30.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2015 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Chemicals	N/A	\$79,950.00	N/A	\$541,990	-\$79,950.00	\$462,040

C. Fiscal Review:

Larry Johnson - Director

AGREEMENT
(Water Treatment Chemicals – Caustic Soda)

THIS AGREEMENT is made this _____ day of _____, 2014 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Harcros Chemicals Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 5132 Trenton Street, Tampa FL, 33619.

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 #14-130 (hereinafter "IFB") for the procurement of caustic soda, on an as needed basis;

WHEREAS, CONTRACTOR submitted a bid to provide caustic soda as described and set out in the IFB;

WHEREAS, the CITY desires to accept CONTRACTOR's bid in order for CONTRACTOR to render the goods to the CITY as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks 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 sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Contractor Agreement (the "Agreement") shall be for twelve (12) months, with an option for two additional twelve (12) month renewals upon the mutual agreement of both parties. The CITY, however, may terminate the Agreement subject to the provisions set forth in the IFB and in this Agreement.

2. SCOPE OF WORK

2.1 The scope of work is the providing of caustic soda as needed by the City's water treatment plant, as more specifically set forth in the IFB (the "Scope of Work"). **Work shall commence upon the issuance of a P.O. by the City.**

2.2 The CONTRACTOR represents to the CITY that the materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work 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 work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 All deliveries of the chemicals shall be within 72 hours of the CITY placing the order with CONTRACTOR. In the event of a natural disaster as determined by the CITY, such as a hurricane, and the CITY places an order, such delivery shall occur within 48 hours of the order, provided that there are no transportation obstacles that are out of the control of the CONTRACTOR. Deliveries shall only occur between the hours of 7:00 am to 3:00 pm Monday through Friday and the chemicals shall be delivered to the plant located at 301 College Street, Lake Worth, FL. 33460.

3. USE OF AGENTS OR ASSISTANTS

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

4. MATERIALS

4.1 The CONTRACTOR shall provide all chemicals as more specifically set forth in the IFB.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual goods provided and accepted by the CITY at the rate of \$1.71 per gallon when delivering a full truck load and \$1.97 per gallon when delivering a partial truck load.

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

5.3 The City's ordering mechanism for all work 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 provide goods under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not 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 the purchase of goods beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods in any subsequent Fiscal Year. If the budget is approved for said goods, the City will issue a new Purchase Order each Fiscal Year, for required and approved goods.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide all goods is specified herein and no additional costs shall be authorized without prior written approval from CITY's governing body.

6.2 Any increase in the cost of caustic soda will be based upon validated industry information furnished by the supplier and other sources. Increases will be addressed at the twelve month contract intervals and will not exceed 10% unless extreme market conditions warrant action in advance. The CITY reserves the option to accept/deny any price adjustment and return to bid.

7. INVOICE

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

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to supply the requested amount of chemicals or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Water Utilities Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Water Utilities Director, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Water Utilities Director, 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 12.1.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily

completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 12.2.

13. INSURANCE

13.1 Insurance shall be as set forth in Section 2, paragraph 1 of the IFB.

14. WAIVER OF BREACH

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

15. INDEMNITY

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

15.2 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.

15.3 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.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all 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 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.

16.2 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.

17. ASSIGNMENT

17.1 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 of 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.

17.2 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.

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 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.

20.2 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.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the delivery of the goods as specified herein.

22. NOTICES

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

Larry Johnson, Water Utility Director
City of Lake Worth
301 College Street
Lake Worth, Florida 33460

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

Gary Delk, District Manager
Harcros Chemicals, Inc.
5132 Trenton Street
Tampa, FL 33619

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence.

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

24.2 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.

25. COUNTERPARTS

25.1 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.

26. LIMITATIONS OF LIABILITY

26.1 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.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or 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.

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

30.1 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.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- (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 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

34.1 The City of Lake Worth is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the City of Lake Worth shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement

for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. SAFETY: ACCIDENT PREVENTION

37.1 In the performance of this contract the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

37.2 It is a condition of this contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this contract, that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

38. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more.)

38.1 By execution of this contract, CONTRACTOR will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

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SIGNATURE PAGE FOLLOWS



City of Lake Worth

BID TABULATION - Caustic Soda

IFB# 14-130 Caustic Soda		Allied Universal		Brenntag MidSouth, Inc		Harcros Chemicals, Inc		Key Chemical, Inc		Univar USA Inc	
OPENED: September 9, 2014 at 2:00 PM											
DESCRIPTION	QUANTITY (in gallons)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)	Full Truckload Price (per gal)	Partial Truckload Price (per gal)
Caustic Soda	45,000	\$ 1.74	\$ 1.98	\$ 1.76	\$ 2.24	\$ 1.71	\$ 1.97	\$ 1.76	\$ 1.83	\$ 1.72	\$ 2.03
Annual Extended Price :		\$ 78,300.00	\$ 89,100.00	\$ 79,020.00	\$ 100,755.00	\$ 76,950.00	\$ 88,650.00	\$ 79,200.00	\$ 82,350.00	\$ 77,400.00	\$ 91,350.00
Minimum Requirements		3,500 gallons	1,000 gallons	none listed	none listed	1,800 gallons	1,800 gallons	3,500 gallons	3,500 gallons	48,000 lbs	24,000 lbs
Qualification of Bidders Information (B2)		yes		yes		yes		yes		yes	
Bid Signed (B3)		yes		yes		yes		yes		yes	
Affidavit of Prime Bidder (B4)		yes		yes		yes		yes		yes	
Drug Free Workplace (B5)		yes		yes		yes		yes		yes	
RANKING per PRICE only!!!! FULL truckload		3		4 (tie with Key Chemical)		1		4 (tie with Brenntag MidSouth)		2	
RANKING per PRICE only!!!! PARTIAL truckload		3		5		2		1		4	

OPENED BY: Sarah Vinci

copy #1

(B1)

BID PACKAGE COVER SHEET

IFB # 14-130

Project Title: Water Treatment Chemicals – Caustic Soda

Bidder Company Name: Harcros Chemicals, Inc

Enclose the following documents:

- 1. Bid Package Cover Sheet (B1)
- 2. Qualification of Bidders Information (B2)
- 3. Bid (B3)
- 4. Affidavit Of Prime Bidder re Non-collusion (B4)
- 5. Drug Free Certification (B5)

✓ 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 TWO (1) 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.

City of Lake Worth
Water Treatment Chemicals – Caustic Soda

QUALIFICATION OF BIDDERS INFORMATION

A. REFERENCE LIST

The following is a list of at least three (3) references that the Bidder has provided similar supply contracts to a similar size organization in the past three years.

- 1. Name of Firm, City, County or Agency: Tampa Electric Utility
 Contact Name: Gary Garbleman Title Plant Mgr
 PH 813.630.7063 FX _____ EM ggarbleman@tecoenergy.com
 Service Dates: +15 years Bid No. (if applicable) _____
 Product Supplied: Miscellaneous Chemicals including bulk caustic
- 2. Name of Firm, City, County or Agency: Island Water Association
 Contact Name: Patty Title Mgr
 PH 239.472.1502 FX _____ EM _____
 Service Dates: +10 years Bid No. (if applicable) _____
 Product Supplied: Miscellaneous chemicals including bulk caustic
- 3. Name of Firm, City, County or Agency: Indian River County
 Contact Name: Michael Vernon Title Mgr
 PH 772.770.5068 FX _____ EM mvernon@ircgov
 Service Dates: +10 years Bid No. (if applicable) _____
 Product Supplied: Miscellaneous Chemicals including bulk caustic

B. Description & location of physical plant and facilities to supply this bid:

Harcros Chemicals maintains a plant/service facility at 5132 Trenton Street, Tampa, FL 33619. It includes bulk caustic tanks, railcar facilities, tankers for delivery, etc.

Company Name: Harcros Chemicals, Inc

Authorized Signature:

Gary Dell

Title:

District Manager

C. Description of Delivery Fleet used for this bid:

Harcros Chemicals owns

its own tankers and tractors to deliver this product. We also maintain contracts w/ 3rd party carriers to supplement our deliveries

D. Number of Years firm has been in Business:

+ 75 years

E. Summary or Proof of Quality Control Program in Place at Plant.

We are a member of NACD, and are active participants of the NACD 5th Cycle Program.

F. Vendor Representative from Firm Submitting Bid

Name & Title:

Gary Dell, District Manager

Ph No:

813.247.4531

Fax No:

813.247.7917

Email:

floridabids@harcros.com

G. Summary of safety procedures in place regarding deliveries/off loading of product. Include any training programs that drivers are required to participate in.

Harcros Chemicals maintains proprietary SOP's. Any changes, updates, etc are documented, personnel trained, and that training recorded.

H. In-house valve cleaning and overhaul procedure (may be submitted as an attachment):

Proprietary SOP.

Company Name:

Harcros Chemicals

Authorized Signature:

Gary Dell

Title:

District Manager

I. Citations and or violations of environmental regulations (may be submitted as an attachment):

March 4, 2008: State of Florida, Department of Environmental Protection - entered into a consent final judgement dated 10/14/09 to resolve issues related to remediation of environmental

J. Emergency Crew information: media.

Location of nearest emergency station: 5132 Trenton Street, Tampa, FL

Name of person in charge of emergency crew: Gary Dunmeyer

Telephone numbers to be called for emergency service and/or normal maintenance:

800.282.5047

Time periods during which service will be available from the number(s) indicated: 24/7

K. Tanker Truck Sizes

What size tanker will be making the deliveries: 48"

(B3)

BID

IFB # 14-130

Annual Contract for Caustic Soda

BID PROPOSAL FORM

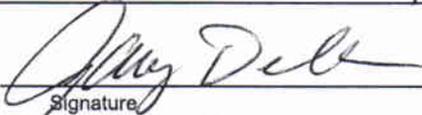
Item	Description	Unit of Measure	Annual Usage	Unit Price	Annual Extended
	Caustic Soda 50%		45,000 Gal		
	Full Truckload Price	1 Gal		\$ 1.71 /Gal	\$ 76950 /Gal
	Partial Truckload Price	1 Gal		\$ 1.97 /Gal	\$ 88650 /Gal

Price submitted includes all costs, including delivery costs.

List your minimum requirements, if any Minimum load - 24,000 lbs or 1800 gallons

Please make sure that you submit your Full Truckload Price per gallon and your Partial Truckload Price per gallon.

Company: Harcros Chemicals, Inc Federal ID #: 43-1935062

Authorized By: 
Signature

Gary Deuk District Manager
Print Name Title

Address: 5132 Trenton St. Tampa, FL 33619
Street City, State Zip Code

Telephone: 813-247-4531 Fax: 813-247-7917

E-Mail Address: floridabids@harcros.com

Annual Contract for Caustic Soda

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, and Bidder has read all issued addenda issued.
- 3. 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>
<u>N/A</u>	
<hr/>	

- 4. 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:

<i>Name</i>	<i>Address</i>
<u>N/A</u>	
<hr/>	

5 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.

6 Bidder acknowledges that ADDENDA NO(S). N/A have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

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

8. 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.

IFB # 14-130

Annual Contract for Caustic Soda

Name of Bidder: Harcros Chemicals, Inc

HQ Address: 5200 Speaker Road, Kansas City ST KS Zip 66106

Phone: (913) 321-3131 Email: florida bids@harcros.com

FEIN: 43-1935062 State of Incorporated: Kansas

Print Name: Gary Dellk Title: District Manager

SIGNATURE:  Date: 9/8/14

ORDER PLACEMENT INFORMATION

Contact Person: Customer Service Team

Telephone: 800-282-5047 or 813-247-4531

Email: ordertampa@harcros.com

Fax: 813-247-7917

Website (if applicable): www.harcros.com

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

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

State of Florida
County of Hillsborough

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

1. I am the District Manager of Harcros Chemicals, Inc., the 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. None (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: None (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) Gary Deik
(Print Name) Gary Deik
(Title) District Manager

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 8th day of September, 2014 by Gary Deik, who is District Mgr (title) of Harcros Chemical and who is personally known to me or who has produced as identification.



Carla Birdwell Perry
Notary Public

(B5)

DRUG FREE WORKPLACE CERTIFICATION

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

Harcros Chemicals, Inc 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.

Garry Dell
Bidders Authorized Signature

Print Name:

Garry Dell

September 8, 2014
Date

2014 - 2015 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2015

OCC. CODE 190.000000 Manufacturing

16 Employees
Receipt Fee 60.00
Hazardous Waste Surcharge 40.00
Law Library Fee 0.00

ACCOUNT NO	2612
RENEWAL	

BUSINESS HARCROS CHEMICALS CO
5132 TRENTON ST
TAMPA, FL 33619

2014 - 2015

NAME HARCROS CHEMICALS CO
MAILING P O BOX 2930
ADDRESS KANSAS CITY, KS 661102930

Paid 13-625-012859
08/18/2014 100.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-25 – Second Reading and Public Hearing – exempt the City from the Uniform Municipal Election Act

SUMMARY:

The Ordinance will provide the City with an option to amend its candidate qualifying filing period.

BACKGROUND AND JUSTIFICATION:

On January 2, 1984, House Bill 742 became effective providing for the uniform filing dates and uniform election dates for municipal elections held in Palm Beach County. A provision in the House Bill states that the Bill shall supersede any municipal Charter provision; however, any municipality may exempt itself from the provisions by adopting an ordinance declaring its exemption.

MOTION:

I move to approve/not approve Ordinance No. 2014-25 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

House Bill 742

Ordinance

CHAPTER 83-498

House Bill No. 742

An act relating to Palm Beach County; providing for legislative intent; providing uniform filing dates and uniform election dates for municipal elections; providing for terms of office; providing for correspondence of terms of municipal office to the common dates provided in this act; providing that the general law for absentee ballots shall apply to all absentee ballots in municipal elections; providing for exemptions; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. It is the intent of this act to provide for uniform filing and election dates for all municipal elections to elect municipal officers in Palm Beach County. It is not the intent of this act to determine the length of terms of municipal offices.

Section 2. Candidates for any municipal office in Palm Beach County shall file such papers and pay such fees as may be required by law with the applicable municipal clerk no earlier than noon on the last Tuesday in January nor later than noon on the second Tuesday in February of the calendar year in which the election is to be held. The names of all candidates and the offices for which they have filed shall be received by the supervisor of elections from the municipal clerks by 5 p.m. on the first Friday after the close of qualifying.

Section 3. Any election relating to a municipal office, other than run-off elections held pursuant to section 4 of this act or special elections, shall be held on the second Tuesday in March of the calendar year.

Section 4. Any municipality which by charter or local ordinance requires that a run-off election be held in the event no candidate receives a majority of the votes for an office shall hold such election on the 4th Tuesday in March of the calendar year.

Section 5. Municipal officers elected pursuant to this act shall take office no later than the last day in March of the year in which they are elected, with the specific day to be decided by local ordinance.

Section 6. Initially, any municipal officer whose term of office expires subsequent to July 1 in any calendar year shall stand for reelection in March of the following calendar year and shall continue in office until the election of his successor. Initially, any municipal officer whose term of office expires prior to and including July 1 in any calendar year shall stand for reelection in March of that calendar year. The provisions of this section shall apply only to the first election for each office to be held under the provisions of the act. Thereafter, the terms of all municipal offices shall correspond to the dates provided pursuant to this act.

Section 7. The general law in regard to absentee ballots shall apply to all absentee ballots for municipal elections, except that the words "municipal clerk" shall be substituted whenever the word "supervisor" appears in those sections concerning absentee ballots. However, the supervisor of elections may handle absentee ballots for any municipality which so requests.

Section 8. The provisions of this act shall supercede any municipal charter provisions; however, the governing body of any municipality may exempt itself from the provisions of subsections (1) through (7) of this section by adopting an ordinance declaring its exemption. Also the governing body of any municipality may, by ordinance and without referendum, amend its municipal charter to conform to the provisions of this act.

Section 9. This act shall take effect January 2, 1984.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 14, 1983.

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ORDINANCE NO. 2014-25 OF THE CITY OF LAKE WORTH, FLORIDA, EXEMPTING THE CITY OF LAKE WORTH FROM THE PROVISIONS OF LAWS OF FLORIDA CHAPTER 83-498 BY OPTING OUT OF THE PROVISIONS FOR UNIFORM FILING DATES AND RATIFYING THE FILING DATES SPECIFIED BY THE CITY CHARTER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 83-498 of the Laws of Florida provides for uniform filing and uniform election dates for all municipal elections to elect municipal officers in Palm Beach County; and

WHEREAS, Chapter 83-498 further provides that the governing body of any municipality may exempt itself from the provisions of the Act by adopting an ordinance declaring its exemption; and

WHEREAS, the Commission desires to exempt itself from the provisions of Chapter 83-498 and to ratify the filing dates as established by the City Charter; and

WHEREAS, the Commission finds exempting itself from the provisions of Chapter 83-498 and ratifying the filing dates as established by the City Charter as set forth herein serves a valid public purpose.

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

Section 1. The above whereas clauses are true and correct.

Section 2. Section 2-13 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE II. ELECTIONS

Sec. 2-13. Control and conduct of elections according to state law.

(a) Except as otherwise provided in the charter and ordinances of the city, all voter registration and elections in the city shall be controlled, held and conducted, as far as practicable, according to the provisions of the laws of the

50 state governing general state elections, such laws being incorporated herein by
51 reference.

52

53 (b) The City of Lake Worth exempts itself from the provisions of Chapter
54 83-498 of Laws of Florida by opting out of the provisions for uniform filing dates,
55 and further hereby ratifies the filing dates specified by the City of Lake Worth
56 Charter.

57

58 Section 3. If any provision of this Ordinance, or the application thereof to any
59 person or circumstance is held invalid, the invalidity shall not affect other
60 provisions or applications of the Ordinance which can be given effect without
61 the invalid provision or application, and to this end the provisions of this
62 Ordinance are declared severable.

63

64 Section 4. All Ordinances or parts of Ordinances in conflict be and the same
65 are hereby repealed.

66

67 Section 5. Section 2 of this ordinance shall be codified.

68

69 Section 6. This Ordinance shall become effective ten (10) days after passage.

70

71 The passage of this Ordinance on first reading was moved by
72 Commissioner Szerdi seconded by Commissioner Amoroso, and upon being
73 put to a vote, the vote was as follows:

74

75	Mayor Pam Triolo	AYE
76	Vice Mayor Scott Maxwell	NAY
77	Commissioner Christopher McVoy	AYE
78	Commissioner Andy Amoroso	AYE
79	Commissioner John Szerdi	AYE

80

81 The Mayor thereupon declared this Ordinance duly passed on first
82 reading on the 23rd day of September 2014.

83

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

87

88	Mayor Pam Triolo
89	Vice Mayor Scott Maxwell
90	Commissioner Christopher McVoy
91	Commissioner Andy Amoroso
92	Commissioner John Szerdi

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 7th day of October, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: Commissioner Szerdi

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-26 – Second Reading and Public Hearing – amend the candidate qualifying filing period

SUMMARY:

The Ordinance will change the candidate qualifying period to begin at noon on the last Tuesday in November and end at noon on the second Tuesday in December.

BACKGROUND AND JUSTIFICATION:

Beginning with the 2008 November municipal election through the 2012 November municipal election, the qualifying period ended 90 days before the election to allow time needed to comply with the complexities of coordinating an election. At this time, it is being requested that the period of time be changed back to the way it was in 2008.

Currently, the qualifying period begins on the last Tuesday in January and ends on the second Tuesday in February. This period only allows 30 days to design and approve the ballot, advertise and post election notices, provide candidate orientation, secure 17 polling locations, and hire and arrange for mandatory training of upwards of 60 pollworkers.

Because of the 1984 Uniform Municipal Election Act, which established a 30-day uniform qualifying filing period and election date for municipal elections only in Palm Beach County, many other municipalities have either expanded or are considering expanding their ending qualifying period for the same reason as Lake Worth is proposing, which is to comply with State Laws that have been enacted since 1984.

MOTION:

I move to approve/not approve Ordinance No. 2014-26 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2014-26 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING SECTION 2-14.1 OF CHAPTER 2 OF THE CODE OF ORDINANCES REGARDING CANDIDATE QUALIFYING PERIOD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 83-498 Laws of Florida (Uniform Municipal Election Act) requires candidates for any municipal office in Palm Beach County to file such papers and pay such fees as may be required by law with the applicable municipal clerk no earlier than noon on the last Tuesday in January nor later than noon on the second Tuesday in February of the calendar year in which the election is to be held; and

WHEREAS, the names of all candidates and the offices for which they have filed shall be received by the supervisor of elections from the municipal clerks by 5:00 PM on the first Friday after the close of qualifying; and

WHEREAS, the City desires to amend the qualifying period to address several matters; and

WHEREAS, on October 7, 2014, the City adopted Ordinance No. 2014-25 exempting itself from the Uniform Municipal Election Act in order to change its candidate qualifying period; and

WHEREAS, the Commission finds amending the qualifying period serves a valid public purpose.

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

Section 1. The above whereas clauses are true and correct.

Section 2. Section 2-14.1 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE II. ELECTIONS

Sec. 2-14.1. Candidate qualifying period.

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Candidates for Mayor or City Commissioner shall file such papers and pay such fees as may be required by law with the City Clerk no earlier than noon on the last Tuesday in ~~January~~ November, nor later than noon on the second Tuesday in ~~February~~ December of the preceding calendar year in which the election is to be held.

Section 3. If any provision of this Ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

Section 5. Section 2 of this ordinance shall be codified.

Section 6. This Ordinance shall become effective ten (10) days after passage.

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 John Szerdi	AYE

The Mayor thereupon declared this Ordinance duly passed on first reading on the 23rd day of September 2014.

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 John Szerdi	

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 7th day of October, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-27 - Second Reading and Public Hearing - amend the Oath of Candidate form

SUMMARY:

The Ordinance will amend the City's Oath of Candidate form, required by individuals to qualify as candidates, to include language that closely resembles the State's Division of Election's Form 25 – *Candidate Oath-Nonpartisan Office*.

BACKGROUND AND JUSTIFICATION:

For years the City has used its own Oath of Candidate form, which contains verbiage unique to the City such as candidates qualifying under the City's Charter. For this reason, the City has not adopted the State's Division of Election's form, but has chosen to amend its Oath from time to time.

The purpose of this ordinance is to amend Section 2.15 of the Code of Ordinance to add a provision for the candidate's Florida voter registration number and the phonetic spelling of the candidate's name as they wish it to be pronounced on the audio ballot.

MOTION:

I move to approve/not approve Ordinance No. 2014-27 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Division of Election's Form 25
Ordinance

**CANDIDATE OATH –
NONPARTISAN OFFICE**

(Not for use by Judicial or
School Board Candidates)

OFFICE USE ONLY

OATH OF CANDIDATE

(Section 99.021, Florida Statutes)

I, _____
(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT * -- NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the nonpartisan office of _____, _____,
(office) (district #)

_____ County, Florida;
(circuit #) (group or seat #)

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

X

()

Signature of Candidate

Telephone Number

Email Address

Address

City

State

ZIP Code

Candidate's Florida Voter Registration Number (located on your voter information card): _____

* Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities (see instructions on page 2 of this form):

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20_____.

Personally Known: _____ or

Produced Identification: _____

Type of Identification Produced: _____

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

INSTRUCTIONS: INSERTING PHONETIC SPELLING OF CANDIDATE'S NAME FOR AUDIO BALLOT

Use the PRONUNCIATION KEY below to provide pronunciations for ambiguous first names and surnames. Capitalize STRESSED syllables, use lower case for unstressed syllables. Use dashes (-) to separate syllables. You should also add any notes such as rhyming examples, silent letters, *etc.*

Samples:

PRONUNCIATION KEY Stressed Vowel Sounds	
EE	(FEET) <i>feet</i>
I	(FIT) <i>fit</i>
E	(BED) <i>bed</i>
A	(KAT) <i>cat</i> (KAD) <i>cad</i>
AH	(FAH-thur) <i>father</i> (PAHR) <i>par</i>
AH	(HAHT) <i>hot</i> (TAH-dee) <i>toddy</i>
UH	(FUHJ) <i>fudge</i> (FLUHD) <i>flood</i>
UH	(CHUHRCH) <i>church</i>
AW	(FAWN) <i>fawn</i>
U	(FUL) <i>full</i>
OO	(FOOD) <i>food</i>
OU	(FOUND) <i>found</i>
O	(FO) <i>foe</i>
EI	(FEIT) <i>fight</i>
AI	(FAIT) <i>fate</i>
OI	(FOIL) <i>foil</i>
YOO	(FYOOR-ee-uhs) <i>furios</i>

NAME ON BALLOT	PRONOUNCED AS
Mishaud	mee-SHO ('d' is silent)
Jahn	HAHN (rhyme: fawn)
Beauprez	boo-PRAI (rhyme: hooray)
Maniscalco	man-uh-SKAL-ko
Tangipahoa	TAN-ji-pah-HO-uh
Monte	Mahn-TAI
Tanya	TAWN-yuh (not TAN)

Unstressed Vowel Sounds	
uh	(SO-fuh) <i>sofa</i> (FING-guhr) <i>finger</i>

Certain Vowel Sounds with R	
AHR	(PAHR) <i>par</i>
ER	(PER) <i>pair</i>
IR	(PIR) <i>peer</i>
OR	(POR) <i>pour</i>
OOR	(POOR) <i>poor</i>
UHR	(PUHR) <i>purr</i>

Consonant Sounds			
B	(BED) <i>bed</i>	TS	(ITS) <i>its</i> (PITS-feeld) <i>Pittsfield</i>
D	(DET) <i>debt</i>	TH	(THEI) <i>Thigh</i>
F	(FED) <i>fed</i>	TH	(THEI) <i>Thy</i>
G	(GET) <i>get</i>	ZH	(A-zuhr) <i>azure</i> (VI-zuhhn) <i>vision</i>
H	(HED) <i>head</i>	Z	(GOODZ) <i>goods</i> (HUH-buhz-tuhn) <i>Hubbardston</i>
HW	(HWICH) <i>which</i>		
J	(JUHG) <i>jug</i>		
K	(KAD) <i>cad</i>		
L	(LAIM) <i>lame</i>		
M	(MAT) <i>mat</i>		
N	(NET) <i>net</i>		
NG	(SING-uhr) <i>singer</i>		
P	(PET) <i>pet</i>		
R	(RED) <i>red</i>		
S	(SET) <i>set</i>		
T	(TEN) <i>ten</i>		
V	(VET) <i>vet</i>		
Y	(YET) <i>yet</i>		
W	(WICH) <i>witch</i>		
CH	(CHUCRCH) <i>church</i>		
SH	(SHEEP) <i>sheep</i>		

NOTE: This page should not be submitted to the filing officer.

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ORDINANCE NO. 2014-27 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II, ELECTIONS, SECTION 2-15 OF THE CODE OF ORDINANCES BY AMENDING THE OATH FOR CANDIDATES OF PUBLIC OFFICE REQUIRED FOR CANDIDATES TO ANY ELECTIVE OFFICE OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-15 of the City’s Code of Ordinances, the City has used its own Oath of Candidate form for years, which contains verbiage unique to the City such as qualifying under the City’s Charter; and

WHEREAS, pursuant to section 99.021, Florida Statutes, the City must include in its Oath of Candidate form language substantially similar to the Division of Election’s form; and

WHEREAS, the State’s Division of Election’s Form 25 *Candidate Oath – Nonpartisan Office* requires the candidate’s Florida voter registration number and the phonetic spelling of the candidate’s name for the audio ballot; and

WHEREAS, the purpose of this ordinance is to amend Section 2-15 of the City’s Code and the City’s Oath of Candidate form to add a provision for the candidate’s Florida voter registration number and the phonetic spelling of the candidate’s name as they wish it to be pronounced on the audio ballot; and

WHEREAS, the City finds amending the City’s Oath of Candidate form serves a valid public purpose.

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

Section 1. Chapter 2, Administration, Article II, Elections, Section 2-15 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE II. ELECTIONS

* * *

Sec. 2-15. Oaths—required of candidate.

At the time any person shall seek to qualify as a candidate for any

50 elective office of the city he/she shall first take and subscribe the following oath:

51

52

OATH OF CANDIDATE

53

State of Florida

54

County of Palm Beach

55

56

Before me, an officer authorized to administer oaths, personally

57

appeared

58

59

(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT) name may not
be changed after the end of qualifying

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who, being sworn, says that he/she is a candidate for office of

63

_____ ; that he/she is a qualified elector of Palm Beach County,

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Florida; that he/she is qualified under the Charter of the City of Lake Worth, and

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the Constitution and laws of Florida to hold the office to which he/she desires to

66

be nominated or elected; that he/she has not violated any of the laws of the

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State relating to elections or the registration of electors; that he/she has

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qualified for no other public office in the state, the term of which office or any

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part thereof runs concurrent to the office he/she seeks; that he/she has

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resigned from any office from which he/she is required to resign pursuant to

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Section 99.012, Florida Statutes, and Section 2-21, City of Lake Worth Code of

72

Ordinances.

73

74

Signature of Candidate

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76

Street Address

77

78

City State Zip Code

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Street Address City State Zip Code

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82

Candidate's Florida Voter Registration Number (located on your voter information card) _____

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Please print name phonetically on the line below as you wish it to be
pronounced on the audio ballot for persons with disabilities

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The above Oath of Candidate is sworn to (or affirmed) and subscribed

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before me this _____ day of _____, 20____, at Palm

90

Beach County, Florida.

91

92

Personally Known: _____ or

93

Produced Identification: _____

94

Type of Identification Produced: _____

95

96

Signature of Notary Public-State of Florida

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Print, Type or Stamp Commissioned Name of Notary Public

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Section 2. If any provision of this Ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Section 1 of this Ordinance shall be codified.

Section 5. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner Szerdi, 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	AYE
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

The Mayor thereupon declared this Ordinance duly passed on first reading on the 23rd day of September, 2014.

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 John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the 7th day of October, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Special Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Discuss the Beach Complex Invitation to Negotiate (ITN #14-211) process and appoint a Commission member to the evaluation committee

SUMMARY:

The ITN is a process that allows flexibility in the types of concepts that can be considered for the Casino/Ballroom and Pool. Proposals will be reviewed, vetted and negotiated to insure the best possible outcomes for the City. The Evaluation Committee will include a member from the City Commission, a member of the City's Financial Advisory Board and staff.

BACKGROUND AND JUSTIFICATION:

City staff recently issued Invitation to Negotiate (ITN #14-211) seeking replies proposing public/private ventures at the Beach Complex. Specifically, the ITN requests competitive, sealed replies from responsible proposers to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip and/or implement creative ventures at the newly renovated Lake Worth Beach Complex and Casino. The City identified the following as available options:

Available option #1: Restaurant/lounge/bar and/or other commercial-type ventures to be located within approximately 5,000 sq. ft. of available, vacant commercial space (at the Casino Building on the northern end of the second floor);

Available option #2: Special events/meetings/conference room(s) and/or other commercial-type ventures to be located within approximately 3,500 sq. ft. operational, commercial space with a 450 sq. ft. fully furnished catering kitchen (at the Casino Building on the southern end of the second floor); **and/or,**

Available option #3: Modernization of the municipal pool operation that would attract adult-aged visitors during the afternoon and evening hours (e.g., restaurant, tiki bar, cabana rentals, beverage service and/or other commercial-type ventures). With this option, the City prefers to maintain public pool access in the morning hours; however, creative alternatives will be considered. The municipal pool and supporting facilities cover approximately 34,000 sq. ft.

The City will consider replies which offer ventures for one, all or any combination of the options outlined above. Replies may also include surrounding and adjacent areas of each option to support the proposed venture(s), including but not limited to, adjacent grass and landscaped areas, driveways, and undeveloped areas of the Beach Complex.

The ITN provides the following procedure for the evaluation committee:

1. Review the initial replies received.

2. Depending on the number of initial replies received, the evaluation committee shall conduct a public meeting to discuss negotiations with all offerors or create a short-list of one or more offerors for negotiations.
 - a. If a short-list is to be created, the evaluation committee will review the initial replies consistent with the evaluation criteria stated in the ITN; and,
 - b. The evaluation committee shall conduct private negotiation sessions with all offerors or the short-list of offerors.
3. After negotiations, the City will request final replies from each offeror who participated in negotiations.
4. The evaluation committee shall conduct a public meeting to review the final replies consistent with the evaluation criteria stated in the ITN.
5. The evaluation committee shall make a recommendation to the City Commission as to which offeror or offerors should be awarded a contract by the City.

The evaluation committee will meet in the public to conduct and discuss its evaluations; however, the committee's negotiation strategy sessions and negotiations with the offeror(s) will be privately conducted pursuant to section 286.0113, Florida Statutes. The service of an elected official on the evaluation committee should assist in identifying concerns the Commission may have with certain aspects of the proposed venture(s) and in proposing creative solutions for the benefit of the public.

MOTION:

I move to appoint _____ to serve on the evaluation committee for ITN #14-211.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: October 7, 2014, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Settlement Agreement and General Release between Street Outdoor and the City of Lake Worth.

SUMMARY:

The Settlement Agreement and General Release resolves the lawsuit between Street Outdoor, LLC, et al., and the City of Lake Worth.

BACKGROUND AND JUSTIFICATION:

In 2011, Street Outdoor, LLC, f/k/a City Solutions, Inc., filed a lawsuit against the City regarding a City contract entered on May 18, 2004 and terminated by the City on May 18, 2014. The proposed settlement agreement provides that Street Outdoor will dismiss its lawsuit within five days of the City paying \$20,000 to the Peter M. Feaman, P.A., Trust Account (Street Outdoor's attorney). Street Outdoor is also providing the City with a general release of all claims it may have or may have had against the City.

Street Outdoor's lawsuit related to Street Outdoor's newsracks placed in and around the City. Street Outdoor has already removed its newsracks from the City and will timely retrieve three other newsracks in the City's possession (otherwise the City may dispose of them).

MOTION:

I move to approve/disapprove the Settlement Agreement and General Release between Street Outdoor, et al., and the City of Lake Worth

ATTACHMENT(S):

Fiscal Impact Analysis
Settlement Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$20,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$20,000	0	0	0	0

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

City Attorney	Street Outdoor, LLC					
Account Number (s)	Account Description	FY 2015 Budget	Available Balance	Budget Transfer	Agenda Expenses	Remaining Balance
001-1110-514-31-10	Contractual Services-Legal	25,000	25,000	-	\$ (20,000)	5,000

C. Department Fiscal Review: _PL

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is hereby made and entered into by and between STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND KATHY TRENTO (collectively referred to as "STREET OUTDOOR") and the CITY OF LAKE WORTH (hereinafter referred to as "CITY") on this 15 day of Sept, 2014.

WHEREAS, a number of disputes exist between STREET OUTDOOR and the CITY.

WHEREAS, the parties wish to resolve any and all disputes existing between them, including but not limited to any claims asserted in or which could have been asserted in the case of *Street Outdoor LLC f/k/a City Solutions, Inc. v. City of Lake Worth*, pending in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, case number 502011CA006649XXXXMBAO (hereinafter "the Lawsuit") and including any claims that could have been brought under the contract entered into between City Solutions, Inc. and the City of Lake Worth on or about May 18, 2004, as that agreement may have been assigned or amended, including but not limited to any claims for arbitration or any other relief (hereinafter "the Contract").

NOW THEREFORE the parties intend to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby stipulate and agree as follows:

1. **Recitals Incorporated.** The recitals of fact as set forth above are confirmed and agreed to by and between the parties hereto, as being in all respects true and correct, are hereby incorporated into this Agreement.

2. STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, shall dismiss the Lawsuit with prejudice within five (5) days of receipt of the funds to be paid pursuant to Paragraph 6 of this Agreement.

3. **General Releases.**

A. STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND/OR KATHY TRENTO hereby remise, release, acquit, satisfy and forever discharge the CITY OF LAKE WORTH from any and all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which each of them (including all affiliated companies and entities) ever had, now has, or which any personal representatives, predecessors, successors, heirs or assigns hereafter can, shall or may have, including any claims asserted (or which could have been asserted) by any of them allegedly arising from or related to the Lawsuit or the Contract, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

B. CITY OF LAKE WORTH hereby remises, releases, acquits, satisfies and forever discharges STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND/OR KATHY TRENTO from any and all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums

of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which each of them (including all affiliated companies and entities) ever had, now has, or which any personal representatives, predecessors, successors, heirs or assigns hereafter can, shall or may have, including any claims asserted (or which could have been asserted) by any of them allegedly arising from or related to the Lawsuit or the Contract, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

4. **Continued Releases.**

A. STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND/OR KATHY TRENTO, hereby unconditionally and irrevocably release and forever discharge the CITY OF LAKE WORTH, including, but not limited to, CITY's current or former employees, mayors, commissioners, agents, attorneys, parents, subsidiaries, affiliates, officers, directors, successors, assigns, or representatives (in both their official and individual capacities) from any and all causes of action, claims, grievances, suits, sums of money, or demands whatsoever, known or unknown, at law, in equity, or before any agency or commission of any local, state or federal government, including, but not limited to, claims, causes or action or claims arising, alleged to have arisen, or which might have been alleged to have arisen, under any law including, but not limited to, federal, state, county or municipal laws

including, but not limited to, 42 U.S. Code Sections 1981 through 1988, or any other law, rule, regulation, or ordinance, including but not limited to, any tort claims (e.g. negligent or intentional infliction of emotion distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.), or any federal or state constitutional or statutory claims that any of them ever had, now has, or which his/her heirs, predecessors, successors, executors, administrators, or assigns, or any of them, hereafter can, shall, or may have for or by reason of any cause whatsoever, and all issues involving the negotiation and execution of this Settlement Agreement and General Release. Each of them acknowledge that the waiver and release provisions of this Settlement Agreement and General Release also bars any claim or demand for costs, fees or other expenses including, but not limited to attorney's fees incurred or claimed in connection with any claims they may have against the CITY. They each further acknowledge and agree that the listing of claims waived in this paragraph is intended to be illustrative rather than exhaustive. Accordingly, they each acknowledge and agree that this Settlement Agreement and General Release constitutes a full and final bar to any and all claims of any type that they had or presently have against the CITY as of the date of the signing of this Agreement.

B. CITY OF LAKE WORTH hereby unconditionally and irrevocably releases and forever discharges STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND/OR KATHY TRENTO, including, but not limited to, their

current or former employees, agents, attorneys, parents, subsidiaries, affiliates, officers, directors, successors, assigns, or representatives (in both their official and individual capacities) from any and all causes of action, claims, grievances, suits, sums of money, or demands whatsoever, know or unknown, at law, in equity, or before any agency or commission of any local, state or federal government, including, but not limited to, claims, causes or action or claims arising, alleged to have arisen, or which might have been alleged to have arisen, under any law including, but not limited to, federal, state, county or municipal laws including, but not limited to, 42 U.S. Code Sections 1981 through 1988, or any other law, rule, regulation, or ordinance, including but not limited to, any tort claims (e.g. negligent or intentional infliction of emotion distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.), or any federal or state constitutional or statutory claims that any of them ever had, now has, or which his/her heirs, predecessors, successors, executors, administrators, or assigns, or any of them, hereafter can, shall, or may have for or by reason of any cause whatsoever, and all issues involving the negotiation and execution of this Settlement Agreement and General Release. Each of them acknowledge that the waiver and release provisions of this Settlement Agreement and General Release also bars any claim or demand for costs, fees or other expenses including, but not limited to attorney's fees incurred or claimed in connection with any claims they may have against the STREET OUTDOOR. They each further acknowledge and agree that the listing of claims waived in this paragraph

is intended to be illustrative rather than exhaustive. Accordingly, they each acknowledge and agree that this Settlement Agreement and General Release constitutes a full and final bar to any and all claims of any type that they had or presently have against STREET OUTDOOR as of the date of the signing of this Agreement.

5. **Hold Harmless.** STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND/OR KATHY TRENTO hereby agree to indemnify and hold harmless the CITY from any and all claims asserted by CITY SOLUTIONS, INC. against the CITY related to the Lawsuit and/or the Contract.
6. The CITY shall pay to the Trust Account of Peter M. Feaman, P.A. Twenty Thousand Dollars (\$20,000.00) in full settlement of any claim that CITY SOLUTIONS, INC., STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND/OR KATHY TRENTO, have or may have against the CITY. Said payment to be made within twenty (20) days of approval and execution by the City.
7. **Taxes on Payment.** It is further understood that in the event that the Internal Revenue Service should make a determination that these settlement proceeds are taxable, STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND KATHY TRENTO shall be fully responsible for the payment of any taxes, including but not limited to, income tax, social security payments or other such payment or taxes related to the payment

received by them and that the CITY shall not have any responsibility for the payment thereof.

8. **Return of Newsracks.** The City is currently in possession of certain newsracks that are owned by STREET OUTDOOR. The parties agree that STREET OUTDOOR shall have ten (10) days from the approval and signing of this Agreement by the City to pick up all said newsracks. If said newsracks are not picked up by STREET OUTDOOR within said ten (10) day period, the CITY may dispose of said newsracks without any liability or responsibility to STREET OUTDOOR, including STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND KATHY TRENTO, all of whom release the CITY from any and all liability related to any newsracks, which are, or were, in the possession of the CITY.
9. **Entire Agreement.** The terms of this Settlement Agreement and General Release are contractual and not a mere recital and no other contract, promise or inducement has been made to STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND KATHY TRENTO, other than as set forth herein. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior representations, agreements and understandings between the parties with respect to such subject matter.
10. **Variation of Terms.** Wherever used herein the terms "CITY" or "STREET OUTDOOR", shall include singular and plural, heirs, legal representatives,

and assignees of individuals, and the successors and assigns of corporations wherever the context so admits or requires.

11. **Venue and Governing Law.** Venue of any litigation between the parties shall be in Palm Beach County, exclusively and this Settlement Agreement and General Release shall be governed by the laws of the State of Florida.
12. **Severability.** Should any part, term, or provision of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.
13. **Drafting.** This Settlement Agreement and General Release shall be construed as having been drafted by all parties.
14. **Headings and Captions.** The titles and captions of the Sections and subsections contained in this Agreement are provided for convenience of reference only, and they shall not be considered a part of this Agreement for purposes of interpreting or applying this Agreement; such titles or captions are not intended to define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.
15. **Continuation of Agreement.** The rights, responsibilities and duties of the parties to this Agreement, and the covenants and agreements contained

in this Agreement, shall continue to bind the parties, shall continue in full force and effect until each and every obligation of the parties pursuant to this Agreement (and any document or agreement incorporated hereby by reference) shall have been fully performed, and shall be binding upon the successors and assigns of the parties.

16. **Further Action.** The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to implement the purposes of this Agreement.
17. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed and shall constitute one (1) Agreement.
18. **Voluntary Acceptance and Understanding of Agreement.** STREET OUTDOOR, LLC, STREET OUTDOOR – LAKE WORTH, LLC, THOMAS TRENTO, ANGELO TRENTO, AND/OR KATHY TRENTO acknowledge that they have read, understand and have fully considered this Settlement Agreement and General Release and are desirous of entering into same. Having elected to execute this Settlement Agreement and General Release, to fulfill the promises set forth herein, and to receive thereby the benefits set forth above, STREET OUTDOOR, freely and knowingly, and after due consideration, enter into this Settlement Agreement and General Release intending to waive, settle and release all claims they have or might have against the CITY.

19. **No Admission of Liability.** It is agreed and understood that neither the offer or acceptance of this Agreement nor the payment of any money or provision of benefits hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by any of the parties herein.
20. **Attorney's Fees.** Each party shall be responsible for their own attorney's fees and costs related to the existing disputes which are resolved as a result of this agreement.
21. **Independent Counsel.** The parties hereto represent that they have thoroughly read and negotiated this Agreement, and have consulted with counsel or had the opportunity to consult with counsel, and being fully advised of the terms hereof, agree to comply with and be bound by the terms herein.
22. **Authority of Signatories.** The signatories below who are signing on behalf of corporations and/or companies, as the case may be, hereby represent that they have full authority to enter into this Agreement on behalf of such respective entity and are authorized to bind such entity by the terms hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

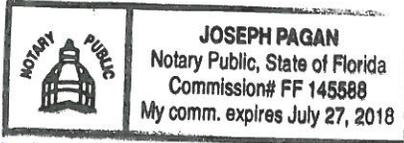
DATED THIS 15, of Sept, 2014.

STREET OUTDOOR, LLC

By: 

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of September, 2014 by Thomas Trento, President of Street Outdoor, LLC, a Florida corporation, on behalf of the corporation, and who is personally known to me or who has produced the following _____ as identification.



Notary Public
Print Name: Joseph Pagan
My commission expires: July 27, 2018

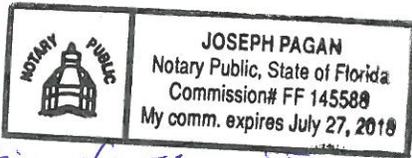
Notarizing for Thomas Trento -

STREET OUTDOOR - LAKE WORTH, LLC

By: [Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of September, 2014 by Thomas Trento, President of Street Outdoor - Lake Worth, LLC, a Florida corporation, on behalf of the corporation, and who is personally known to me or who has produced the following _____ as identification.



Notary Public
Print Name: Joseph Pagan
My commission expires: July 27, 2018

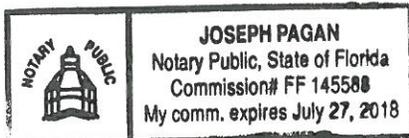
Notarizing for Thomas Trento -

THOMAS TRENTO

By: [Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of September, 2014 by Thomas Trento, who is personally known to me or who has produced the following _____ as identification.



Notary Public
Print Name: Joseph Pagan
My commission expires: July 27, 2018

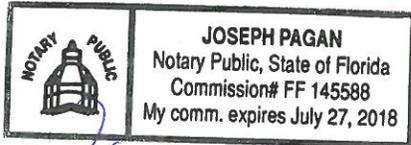
Notarizing for Thomas Trento -

ANGELO TRENTO

By: Angelo Trento

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of September, 2014 by Angelo Trento, who is personally known to me or who has produced the following FLDL T653-00076-2014 as identification.



Joseph Pagan
Notary Public

Print Name: Joseph Pagan

My commission expires: July 27, 2018

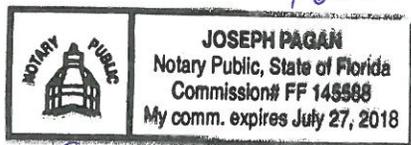
Notarizing for Angelo Trento -

KATHY TRENTO

By: Kathy Trento

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of September, 2014 by Kathy Trento, who is personally known to me or who has produced the following FLDL T653-518-46-921-0 as identification.



Joseph Pagan
Notary Public

Print Name: Joseph Pagan

My commission expires: July 27, 2018

Notarizing for Kathy Trento -

CITY OF LAKE WORTH

ATTEST

By: _____

Pam Triolo, Mayor

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, City Attorney



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, OCTOBER 21, 2014 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION:**
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Proclamation recognizing November 2014 as Neighborhood Association Awareness month
 - B. Proclamation declaring November 2014 as Joey Bergsma Retinoblastoma Awareness Month
 - C. Update provided by the Board of Trustees, Police Retirement System
 - D. Code Compliance Process Presentation
- 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)
- 10. PUBLIC HEARINGS:**
- 11. UNFINISHED BUSINESS:**

Agenda Date: October 21, 2014, Regular Meeting

12. NEW BUSINESS:

- A. Three ordinances re panhandling, taxi, and citations
- B. Ordinance re street performers and permits

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:

November 4, 2014, draft Commission Agenda

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.