



**AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, JANUARY 05, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Offered by Pastor Mike Olive, Common Ground, on behalf of Mayor Pam Triolo
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Proclamation declaring January 18, 2016 as Martin Luther King, Jr. Day
  - B. Accept a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada
  - C. Sea Level Rise Conference
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
  - A. City Commission Meeting - December 8, 2015
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
  - A. Resolution No. 01-2016 - oppose the Trans-Pacific Partnership
  - B. Resolution No. 02-2016 - support a statewide prohibition on fracking to explore and produce oil and natural gas in Florida

- C. Resolution No. 03-2016 - agreement with Palm Beach County for improvements to Tropical Drive and Barton Road
- D. Purchase Order to Garber Chevrolet, Pontiac, GMC Truck for two replacement vehicles for the Code Compliance Division
- E. Task Order with Keith & Schnars for a Traffic Calming Study & Associated GIS Base Map - Phase 1
- F. Second Amendment to an Agreement with D.S. Eakins Const. Corp. for crews with equipment for specialized underground utility repairs
- G. First Amendment to an Agreement with Sulphuric Acid Trading Company, Inc. to purchase bulk sulfuric acid for the Reverse Osmosis Water Treatment Plant
- H. First Amendment to an Agreement with Harcros Chemicals, Inc. to purchase caustic soda for water treatment and odor control
- I. Amendment to an Agreement with LHoist North America of Alabama, LLC to purchase bulk quicklime for the Water Treatment Plant
- J. Agreement with Odyssey Manufacturing Co. to purchase sodium hypochlorite (bleach)
- K. Agreement with Craven Thompson and Associates for engineering design, bid and construction phase services for the 2-Inch Watermain Replacement Program, Years 2 through 6
- L. Restrictive Covenant for Benzaiten Center for Creative Arts Grant (FEC Train Depot)
- M. Settlement on attorney's fees for City of Lake Worth v. C & E Holding of Palm Beach County, Inc.
- N. Agreement with Florida Railroad, LLC for acquisition of certain rights of way and an easement for the Boutwell Road Infrastructure Project

**10. PUBLIC HEARINGS:**

- A. Property located 200 feet west of the 10th Avenue North and Boutwell Road Intersection:
  - 1) Ordinance No. 2016-01 - Second Reading - voluntary annexation of 6.54 acres
  - 2) Ordinance No. 2016-02 - Second Reading - Small Scale Future Land Use Map Amendment
  - 3) Ordinance No. 2016-03 - Second Reading - rezone property
- B. Ordinance No. 2016-04 - Second Reading and Quasi-Judicial Public Hearing - rezone a portion of the Gulfstream Hotel
- C. Ordinance No. 2016-05 - Second Reading - amend the hours of sales for alcoholic beverages

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

- A. Ordinance No. 2016-06 - First Reading - provide regulations for "public property" and schedule the public hearing date for January 19, 2016
- B. Ordinance No. 2016-07 - First Reading - amend various ordinances to include sexual orientation and gender identity or expression and schedule the public hearing date for January 19, 2016
- C. Resolution No. 04-2016 - declare the City's intent to use the uniform method of collecting non-ad valorem assessment for certain nuisance abatements

**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:**

- 1) Florida Municipal Electric Association membership dues for Fiscal Year 2015-2016

**14. CITY ATTORNEY'S REPORT:**

**15. CITY MANAGER'S REPORT:**

- A. January 19, 2016 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.

**PROCLAMATION**  
**United We Are The World**

**WHEREAS,** on Monday, January 18, 2016, the Nation will recognize Reverend Dr. Martin Luther King, Jr. Day; and

**WHEREAS,** the City of Lake Worth and the MLK Event Committee will sponsor events in honor of Dr. Martin Luther King, Jr. to promote the harmony, peace, courage and inspiration for which Dr. Martin Luther King, Jr. gave his life; and

**WHEREAS,** these events include, on Sunday, January 17, 2016 at 4:00 pm, a Musical Drama in honor of civil rights activist, Fannie Lou Hamer, at St. Andrew's Episcopal Church, a full slate of activities on Monday, January 18, 2016 encompassing a Unity Prayer Breakfast from 7:30 am to 9:00 am at St. Andrew's Lutheran Church, a Candlelight March gathering at City Hall at 5:00 pm, a MLK Commemorative Program with the rededication of the Pathway to Freedom Fountain at 5:30 pm at the Cultural Plaza, Downtown Lake Worth, culminating with an MLK Fellowship Dinner from 6:00 pm to 8:00 pm at First Baptist Church in Lake Worth; and

**WHEREAS,** Dr. Martin Luther King, Jr.'s dream encompassed the hopes and dreams of all Americans.

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

**JANUARY 18, 2016**

**as**

**DR. MARTIN LUTHER KING, JR. DAY**

and ask every racial, religious and ethnic group in Palm Beach County to join Lake Worth residents in their celebration of the diversity of our community.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Lake Worth to be affixed this 18<sup>th</sup> day of January, 2016.

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Pam Triolo, Mayor

ATTEST:

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Pamela J. Lopez, City Clerk

**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
DECEMBER 8, 2015 – 6:00 PM**

The meeting was called to order by Vice Mayor Maxwell on the above date at 6:03 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 (arrived 6:27 PM); Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

**2. INVOCATION:**

There was a moment of silence in lieu of an invocation. Vice Mayor Maxwell asked everyone to remember the veterans who were serving at Pearl Harbor on December 7<sup>th</sup>.

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Vice Mayor Scott Maxwell.

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

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to waive the rules to:

- Delete Consent Agenda, Item G – Contract with Waste Management for roll-off services; and
- Approve the agenda as amended.

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

**5. PRESENTATIONS:**

**A. Proclamation declaring December 1, 2015 as World AIDS Day**

Vice Mayor Maxwell read a proclamation declaring December 1, 2015, as World AIDS Day.

**B. Update provided by School Board, District 4 representative Erica Whitfield**

Erica Whitfield, District 4 representative, provided an update on what schools were like in the County and particularly in Lake Worth. She

commented about the differences between eastern and western Lake Worth schools. She said there was a common misconception that Lake Worth had more schools than it had within its borders. She spoke about the high poverty level of students, non-English speaking students, high school and elementary school principals, and school grades. She commented that South Grade Elementary was a D rated school, they needed the most assistance, and they received a grant.

Mayor Triolo arrived at the meeting, the time was 6:27 PM.

**C. PBSO Community Policing update**

PBSO Captain Todd Baer and Lieutenant David Groover provided an update on the bike registration program, breaking the cycle of gang recruitment program, bullying program, partnerships with local church leaders, the Guatemalan Consulate event, and graffiti removal program.

**D. ROLO Neighborhood Association update**

The Residents of Lake Osborne (ROLO) Neighborhood Association's Vice President and Secretary provided an update on their increased boundaries, private neighborhood network system, and guest speakers at their association meetings. They said their neighborhood attracted diverse neighbors.

**6. COMMISSION LIAISON REPORTS AND COMMENTS:**

Commissioner Maier: announced his attendance at the December 1-3, 2015, South Florida Regional Climate Summit, the issues discussed were sea level rise, and said he would schedule a presentation about the summit information at a future Commission meeting. He cited issues that he learned during the summit. He said he would be attending the next Treasurer Coast Regional Planning Council meeting on December 11, 2015, and that he looked forward to providing information about that meeting at a future Commission meeting.

Commissioner Amoroso: announced that he was the Commission's Downtown Cultural Alliance liaison and cited upcoming scheduled events.

Commissioner McVoy: announced his attendance at the South Florida Regional Climate Summit and the issue about sea level rise had gone beyond political party lines. He said the level of intellect and information provided at the summit was excellent and that, as a City, there was a need to move forward and dedicate staff to the sea level rise issue because of liabilities.

Vice Mayor Maxwell: announced his attendance at the South Florida Regional Climate Summit, said he enjoyed the summit and looked forward

to contributing to the sea level rise discussion. He wished everyone a Merry Christmas, Happy Hanukkah, and Happy New Year.

Mayor Triolo: thanked the County for a beautiful holiday program they held for disabled children. She also thanked the Alzheimer Community Care for providing day care and encouraged everyone to volunteer because it was an incredible program. She reminded everyone about the Palm Beach County's League of Cities 7<sup>th</sup> grade students' "What Would I Do If I Was Mayor" contest. She said the winner could play mayor for a day and receive \$100. She wished everyone Happy Holidays.

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

The following individuals spoke on issues written on their comment cards:

AnnaMaria Hunt suggested a new ordinance be created to allow 1% of new construction costs to be used for artists. She said she knew the City was short staffed and offered to help.

Caroline Chen asked the City to minimize its streetlight glow in order to reduce the risk of cancer. She thanked the City for asking the Florida Department of Transportation for an exemption to their Light Emitting Diode (LED) light guidelines. She suggested a dark sky ordinance be created and to limit the light brightness. She said additional lights or light poles at the lower beach parking lot would be allowed.

Jon Faust, Neighborhood Association Presidents Council Chairperson, announced a candidate forum would be held at 6 PM on January 6, 2016, and the City's 50<sup>th</sup> annual holiday parade.

Richard Stowe wished everyone Happy Holidays and supported the creation of a light ordinance.

David Silvers thanked the Commission for the work they did and announced that he was running for State Representative. He wished everyone a Happy Holiday and said he attended this meeting to learn about the City's local issues.

Yobini Nura-Orna offered peace, love, and happiness to all. She said she was a priestess and invited the Pioneers of Jewell visionaries, preservation society, and others to embrace and participate in the spirit of Kwanza into their 2015 celebrations. She commented that Kwanza was a 50-year old holiday created by African Americans.

Dorothy Gay said she sat in various meetings and there were problems in the community because of the water meters changing and an increase in water fees. She asked the Commission not to approve the purchase of

Badger Water Meters if they hindered the residents and they had to pay more fees.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Mary Lindsey and Greg Rice.

**8. APPROVAL OF MINUTES:**

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

**A. City Commission Meeting – November 10, 2015**

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

**9. CONSENT AGENDA:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve the Consent Agenda, less Item G.

**A. Resolution No. 59-2015 – amend the Commission’s Rules of Procedures to include a policy for Invocation or Moment of Silence**

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

RESOLUTION NO. 59-2015 OF THE CITY OF LAKE WORTH, FLORIDA, ADOPTING RULES AND PROCEDURES FOR THE CITY COMMISSION; AMENDING RESOLUTION NO. 56-2013 AND ANY OTHER RESOLUTION IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

**B. Resolution No. 63-2015 – set the general election ballot**

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

RESOLUTION NO. 63-2015 OF THE CITY OF LAKE WORTH, FLORIDA, DIRECTING THE CITY CLERK TO PREPARE THE OFFICIAL BALLOT FOR THE CITYWIDE ELECTION TO BE HELD ON MARCH 15, 2016; PROVIDING AN EFFECTIVE DATE.

**C. Resolution No. 64-2015 – amend the Municipal Canvassing Board members during the March 15, 2016, election**

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

RESOLUTION NO. 64-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CITY'S CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

**D. Resolution No. 65-2015 – second amendment to the Fiscal Year 2015-2016 budget**

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

RESOLUTION NO. 65-2015, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

**E. Resolution No. 66-2015 – agreement with Palm Beach County for improvements to the Osborne Pavilion**

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

RESOLUTION NO. 66-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$60,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE OSBORNE PAVILION IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**F. Contract with Rosso Site Development, Inc. for the construction of the 6<sup>th</sup> Ave. South – Federal to Dixie Roadway Improvements Project**

**G. (Deleted) Contract with Waste Management for roll-off services**

**H. Variance Agreement to allow stamped concrete on a driveway and City right-of-way on property located at 173 Vassar Drive**

**I. General Release Agreement with Boris Pritsker for payment of a claim for damages**

**J. Second amendment to a contract with Utilities Services Company for elevated tank maintenance**

- K. First Amendment to an Agreement with Pace Analytical Services, Inc. for laboratory testing services on an as needed basis**
- L. Agreement with All Webbs Enterprises, Inc. for the construction of Surficial Aquifer Test Well TW-18**
- M. Agreement with All Webbs Enterprises, Inc. for the performance of Mechanical Integrity Testing of Class 1 Deep Injection Well IW-1**
- N. Purchase authorization for Badger water meters from Innovative Metering Solutions, Inc.**
- O. Utility easement by and between LaJoya Villages, Ltd. and the City of Lake Worth**
- P. Agreement with CP Logistics Lake Worth, LLC for acquisition of certain rights of way and an easement for the Boutwell Road Infrastructure Project**

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

**10. PUBLIC HEARINGS:**

- A. Ordinance No. 2015-16 – Second Reading and Public Hearing – adopt amendments to the Lien Reductions and Release of Liens Code**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-16 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION", ARTICLE VI, "CODE COMPLIANCE", SECTION 2-64, "APPOINTED" TO CLARIFY THAT THE SPECIAL MAGISTRATE IS SERVING IN AN EX OFFICIO CAPACITY; AMENDING SECTION 2-69.3.1, "LIEN REDUCTIONS AND RELEASE OF LIENS" BY ENACTING SUBSECTION 2-69.3.1(J), PROVIDING FOR REGULATIONS REGARDING THE PARTIAL RELEASE OF LIENS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2015-16 on second reading.

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 Maier. NAYS: None.

**B. Ordinance No. 2015-17 – Second Reading and Public Hearing – clarify authority to regulate, inspect, and permit managed honeybee colonies**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-17 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 6 “ANIMALS AND FOWL”, BY CREATION OF A NEW SECTION 6-3, “HONEYBEE COLONIES” TO ADDRESS THE STATE’S PREEMPTION OF LOCAL ORDINANCES REGULATING HONEYBEE COLONIES AND FOR OTHER PURPOSES; PROVIDING FOR RE-NUMBERING OF EXISTING SECTIONS, SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2015-17 on second reading.

Commissioner Maier explained that this ordinance clarified that the authority to regulate, inspect, and permit managed honeybee colonies was preempted to the State of Florida and superseded any related ordinance adopted by the City.

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 Maier. NAYS: None.

**11. UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**12. NEW BUSINESS:**

**A. Property located 200 feet west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection:**

**1. Ordinance No. 2016-01 – First Reading – voluntary annexation of 6.54 acres and schedule the public hearing date for January 5, 2016**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-01 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, ANNEXING THE PROPERTY LOCATED APPROXIMATELY 200 FEET WEST OF THE NORTHWEST PORTION OF THE INTERSECTION OF 10<sup>TH</sup> AVENUE NORTH AND BOUTWELL

ROAD, BEING MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING FOR AMENDMENT TO THE CORPORATE LIMITS OF THE CITY OF LAKE WORTH TO INCLUDE THE SUBJECT PROPERTY IN THE OFFICIAL BOUNDARY MAP; PROVIDING FOR ADVERTISING; PROVIDING THAT THIS ORDINANCE SHALL BE FILED WITH THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, THE COUNTY ADMINISTRATOR OF PALM BEACH COUNTY AND THE FLORIDA SECRETARY OF STATE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

William Waters, Community Sustainability Director, explained that the applicant proposed to voluntarily annex 6.54 acres for a project known as Southport. The request would fall within the scope of a small-scale comprehensive plan amendment. He explained that the parcel located in Palm Beach County fronted on 10<sup>th</sup> Avenue North and lied along the western border of the City's Mixed Use-West (MU-W) zoning district. He said the future land use designation of MU-W was appropriate for the site and was consistent with adjacent properties along 10<sup>th</sup> Avenue North. He said this ordinance was a companion to Ordinance Nos. 2016-02 and 2016-03.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2016-01 on first reading and schedule the public hearing date for January 5, 2016.

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

Rodney Romano said he purchased properties around the project and hoped that this project would not impact his residential properties. He said he was not antidevelopment as long as it did not impact on residential properties. He asked the developer to reduce the density.

Christina Morrison said this area was in dire need of change. She supported anything that would make the area more usable and friendly into the Park of Commerce.

Mr. Williams explained that Mr. Romano's concerns would be discussed during the site plan review phase at the Planning and Zoning Board meeting.

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

2. **Ordinance No. 2016-02 – First Reading – Small Scale Future Land Use Map Amendment and schedule the public hearing date for January 5, 2016**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-02 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY PROVIDING A SMALL SCALE AMENDMENT CHANGE TO THE FUTURE LAND USE MAP OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN EXHIBIT A FROM A COUNTY LAND USE DESIGNATION OF COMMERCIAL HIGH INTENSITY/8 DWELLING UNITS PER ACRE AND COMMERCIAL LOW INTENSITY/8 DWELLING UNITS PER ACRE (CH/8;CL/8) TO A CITY OF LAKE WORTH DESIGNATION OF MIXED USE WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2016-02 on first reading and schedule the public hearing date for January 5, 2016.

William Waters, Community Sustainability Director, announced that this ordinance was a companion to Ordinance Nos. 2016-01 and 2016-03. He explained that this ordinance amended the City's Future Land Use Map, including a small scale amendment to its Comprehensive Plan as part of a voluntary annexation.

Mark Rickards, Kimley Horn, explained that the Park of Commerce efforts established a western boundary in Lake Worth, which was a canal. The City's Comprehensive Plan addressed the appropriate land use category and zoning for this property. He said the City's Planning and Zoning Board process protected single-family properties. Additionally, the applicant would provide additional setbacks to buffer the surrounding residential properties. He announced that a site plan would be submitted in the first part of 2016.

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

Rodney Romano suggested zoning the property Multi-Family 20 (MF-20) instead of Mixed Use-West.

Mr. Rickard responded that the MF-20 zoning would neither be consistent with the surrounding properties nor the City's Comprehensive Plan.

Vice Mayor Maxwell left the meeting at 8:09 PM and returned at 8:11 PM.

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

**3. Ordinance No. 2016-03 – First Reading – rezoning property and schedule the public hearing date for January 5, 2016**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-03 OF THE CITY OF LAKE WORTH, FLORIDA; CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A FROM COUNTY ZONING RESIDENTIAL HIGH INTENSITY (RH) TO CITY OF LAKE WORTH ZONING MIXED USE – WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Ordinance No. 2016-03 on first reading and schedule the public hearing date for January 5, 2016.

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

Comments/requests summaries:

1. Vice Mayor Maxwell asked to meet with Mr. Rickard and Mr. Romano to learn more about the project and concerns.
2. Mayor Triolo asked for an opportunity to learn more about the project prior to the January 5, 2016, second reading of the ordinance.

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

Mayor Triolo recessed the meeting at 8:15 PM and reconvened at 8:28 PM.

**B. Ordinance No. 2016-04 – First Reading – rezone a portion of the Gulfstream Hotel and schedule the public hearing date for January 5, 2016**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-04 OF THE CITY OF LAKE WORTH, FLORIDA; CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A FROM A CITY ZONING OF MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL (MF-30) TO A CITY OF LAKE WORTH ZONING OF DOWNTOWN (DT); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Torcivia explained that this rezoning was a quasi-judicial hearing. The Commission was both judge and jury and their decision would be based on sworn testimony. He asked each of the Commission if they had any ex parte communication with the applicant.

Comments/requests summaries:

1. Commissioner McVoy commented that he was contacted by Hudson Holdings, told them he would get back to them, but then decided not to meet.
2. Vice Mayor Maxwell and Commissioners Amoroso and Maier commented that they had no ex parte communication.
3. Mayor Triolo commented that she received a phone call from Hudson Holdings, but met with no one. She said she did visit the site.

City Attorney Torcivia explained that staff would provide a presentation. If the public wanted to offer testimony they would be sworn in individually and could be cross examined by staff or the applicant. He announced that the public comments, made by individuals who did not want to be sworn in and provide testimony, would hold less weight than those providing testimony. He explained that individuals providing only public comments would not be cross examined.

Comment/request summary:

4. Vice Mayor Maxwell asked for an explanation as to why the previous zoning request on the agenda was not considered quasi-judicial.

William Waters, Community Sustainability Director, replied that this request was the first time the City chose to rezone property from its original zoning. The previous agenda item was an initial zoning because of an annexation. He explained that this rezoning would place the property more in line with the City's Comprehensive Plan.

Mr. Waters explained that the applicant was preparing applications to renovate and redevelop the historic Gulfstream Hotel properties. The applicant proposed to rezone seven parcels for the proposed project, serving to revitalize the downtown corridor between the retail/restaurant uses and the beach and casino area. In order for the project to move forward, the applicant must first rezone the Multi-Residential (MF-30) portion of the property to Downtown (DT).

On November 18, 2015, the Historic Resources Preservation Board (HRPB) members unanimously recommended approval to the Commission, which covered changing the zoning and included a condition

to require the petitioner to implement a Unity of Title for the subject parcels. The HRPB members also suggested, as a condition of approval, that any proposed development be compatible and harmonious with the historic integrity and character of the local historic district.

Bonnie Miskel, on behalf Hudson Holdings, explained that the applicant petitioned for a Downtown (DT) zoning. She explained in detail the property location, existing zoning, application request, conceptual site plan, and rezoning criteria.

City Attorney Torcivia swore in Bonnie Miskel and William Waters who provided testimony.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2016-04 on first reading and schedule the public hearing date for January 5, 2016.

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

City Attorney Torcivia swore in each of the following individuals providing testimonies separately:

Lisa Stewart said she did not oppose the plan, but that it was approached through the "back door." The residents approved a charter amendment to reduce building heights from 65 feet to 40 feet in the downtown area. If this was the right thing to do, then the issue should be up to the voters to decide. To bypass this would be unconstitutional.

City Attorney Torcivia explained that the State Legislators took away citizens right to vote on height issues. In 2013, the State passed legislation, retroactively, that voters rights were null and void. The Comprehensive Plan, adopted by the City, was what was currently in effect.

Michelle Sylvester, said she represented the downtown businesses and supported the Gulfstream Hotel, revitalization of the downtown corridor, HRPB's recommendation, and ordinance to allow the project to move forward.

Rosann Malakates said that changing the zoning to DT would raise the building heights to 65 feet. In 2013, she said there was a vote by the residents and did not believe their vote was null and void. The Commission was not recognizing their vote. A notice was mailed to those individuals living within 400 feet of the property, but no consideration was given to those individuals who showed an interest in keeping the whole City low rise. She commented that she wanted this project done correctly and the Commission did not respect the voters.

Gael Silverblatt said it would be wonderful to have the Gulfstream Hotel open and that Hudson Holdings should be encouraged to open the Hotel. The rezoning to DT would allow Hudson Holdings to build six stories. The developer claimed a two-story garage would be built, but if the zoning was approved, then six stories would be allowed. With the rezoning came a reduction in setbacks.

Maryann Polizzi said she supported Hudson Holdings. There were many buildings in the City that were tall. She said she was discouraged today because she received an email about a Commissioner sending out emails asking for votes and to be heard about the zoning. She said that was not appropriate from a Commissioner. The City needed to grow and be unified. The diversity in the City was out of control. She asked the Commission to grant Hudson Holdings what they wanted.

Jo-Ann Golden said the majority of the Commission continued to pursue their own vision, and approving the rezoning would exceed the charter amendment approved by the voters. The zoning change would impact the low rise surrounding area. She said three votes could change the residents. A better way could be found to receive 8% of tourist dollars. This zoning change was against a charter amendment voted on by the residents.

Christina Morrison said she represented many owners in Lake Worth and that most of her work was in the Park of Commerce. This was an existing historic building that sat empty for 10 years. This building needed to be renovated, and a vibrant downtown area needed a hotel. She asked the Commission to approve the ordinance.

Commissioner Amoroso left the meeting at 9:22 PM.

Noam Brown said he wanted his child to come tonight because the child walked with him a couple of years ago for the height limit charter amendment. He said his child wanted to come tonight to understand why, if people voted for something, the decision could be flipped and how State representatives could make that vote null and void. He said his child did not understand how government representatives did not vote for the popular voters. This issue was an opportunity for the governing body to consider the height limits. He asked the Commission to consider the "will of the people" when considering their vote.

Commissioner Amoroso returned to the meeting at 9:24 PM.

Betty Resch commented that she supported the ordinance. The Gulfstream Hotel had been standing empty for years. There was a need for meeting or wedding rooms to be provided. There was a five or six-story nursing home a block away from her home and no one knew that it was there. There was a need for a six-story hotel and a need for it in the

City. She said she was sad that people were politicizing this issue. The ordinance was good for the City.

Lynda Mahoney said she lived one block away from the subject property and could see the hotel. This ordinance would allow another building to rise from the ground. She said she objected to anything that was higher than 45 feet. The height proposed would allow for additional residential use and traffic congestion on the one-way streets. She said her property and quality of life would be negatively impacted. This zoning would stay with the property, and new owners could do whatever they wanted. She said she did not believe that the zoning was needed to open the Gulfstream Hotel.

Ginny Powell commented that she found it surprising that the entire HRPB members voted unanimously to move forward with the rezoning. This was a historic preservation board, and their vote violated their whole being. She said she lived in a historic district and needed to provide detailed information to the HRPB for a back door. She said she was happy that she lived in a historic district, but this situation was contrary to the issue of being in a historic district.

Richard Stowe said he supported the renovation of the iconic Gulfstream Hotel and the dollars that it would bring to the City, but he opposed the ordinance. Denying the ordinance would strengthen the project. Maintaining a Multi-Family 30 (MF30) zoning category would be sensitive to the neighborhood. The height limit would provide relief and sustainability and would not be bad for the environment. He said the applicant would construct a parking garage.

Arthur Braughton said he supported the project. He commented that he did live in Lake Worth when the height limit issue was voted on and understood the decision of the State. To quiver over 20 feet was a distraction and set the City backward. This was the time to move forward. A "no" vote on the ordinance was a vote for stagnation. He asked the Commission to vote wisely.

Laurel Robinson commented that everyone needed to recognize that the discussion tonight was not about the design of the property, but the mechanism to move the development forward. When development was done, there was a need for scale. One does not have boutique hotels without parking. She said she lived one block from the property and did not want to see something ugly. This ordinance was a tool to move the project forward.

Chip Guthrie said that one of his first jobs in Lake Worth was a busboy at the Gulfstream Hotel, and the workers lived in a five-story structure. People stayed in the hotel for months, and his company installed new plumbing in the hotel to make it more viable. He said he was looking

forward to this project moving forward and allowing Hudson Holdings to proceed. Without the zoning, the developer could not build the other structures to make the property viable. There would be ample time to provide comments about the site plan when it comes up.

Janet Labanara said she supported the rezoning request and the reopening of the Gulfstream Hotel. She advised that she was a new resident, was working on her 1925 cottage, and was very interested in the revitalization of the area. This development was very important and good for the City. She said she was sympathetic towards the voters about the height limit, but the HRPB would impose mandates and the developer's plan would be scrutinized. The development would be consistent with the community, and she asked the Commission to approve the ordinance.

Greg Rice said that, for five or six years, there was discussion about what it would take to get the Gulfstream Hotel reopened. Commissioner McVoy had made a comment about the hotel rooms and bathrooms being small, and that they should be rented to small people. Over 20 years ago, there was a charter amendment about 65 and 100 foot height limitations because of the City's economy. This ordinance was an important issue for the City to realize the need to move forward.

Martin Welfeld said no one had been saying anything new. The issue boiled down to what direction the City going. Was it moving forward or backwards. The Gulfstream Hotel had been void of opportunities for 10 years. Lake Worth was the second poorest community in the County. He said he wanted to see Lake Worth move forward and suggested a new name, "Lake Worth Success." He said it would be interesting to learn who wanted to move the City forward and who wanted to drag it backwards.

City Attorney Torcivia announced that the following individuals provided public comments, were not sworn in, and did not offer testimonies:

Melissa Jones said she was a new resident in Lake Worth and purchased a home. She said she had opportunities to travel and lived in many cities. She commented that she was involved with many city councils and loved Lake Worth because she saw great potential. She said she had been welcomed by her neighborhood association. She commented that she noticed the Gulfstream Hotel and had witnessed, in other cities, other empty hotels being opened and revitalizing the cities. She said she respected the comments made from those individuals who did not support the ordinance, but said that she did.

David Simms commented that having height limits did not hold a city back. Without the height limits, Lake Worth could become a mini West Palm Beach or Delray Beach. The heights in the downtown area gave Lake Worth a unique character, which had value. The City could have height limits and still build the project in order to make the residents happy.

Mayor Triolo read the comments written by Tammy Pansa. Ms. Pansa wrote that [the City] needed the Gulfstream Hotel and the plans moving forward. Let's not "bicker the town into a large rotting hole." Instead of a historic landmark, open the hotel. [She wrote asking] to see more published and public plans posted on the City's website and wanted the Gulfstream Hotel open in the near future.

Mayor Triolo read the comments written by Mark Herbert. Mr. Herbert wrote that the Gulfstream was a historical landmark and needed to be saved. It sat dormant for too long. This project had to move forward or [the City] risked losing this jewel of the City.

Peggy Fisher said the issue before the Commission was zoning and not the charter referendum; however, there was an email sent about the legality of the referendum. The City needed the hotel to open. The new construction's height would be lower than the existing Gulfstream Hotel. People who attended the HRPB meeting were told to state why there was an objection. The HRPB unanimously voted to approve the request for rezoning because it met the City's Land Development Regulations. The Commission's vote should not be based on people's opinion, but on what was allowed in the Code. The State took away citizens right to vote on height issues, and the legislators retroactively passed legislation that null and voided voters rights. Residents have to move the City forward and provide resources to fix roads and pipes.

Mayor Triolo read the comments written by Lynn Anderson. Ms. Anderson wrote that this upzoning request ignored [residents'] vote and its outcome on the charter amendment. [The Commission] could have honored [residents] vote, but chose to ignore it. [Residents] were the people [the Commission] served. [She asked if the City] was still a democracy. She reminded [the Commission] that there was a charter amendment on heights. No matter how [the Commission] felt personally, the people won at the ballot box on 45 feet in the area of the Gulfstream. As elected representatives of all who have standing in this endeavor, those who campaigned for and who voted for this charter amendment expect [the Commission] to honor this vote.

Mayor Triolo read the comments written by Laurence McNamara. Mr. McNamara wrote that Florida Statutes 166.031 authorized citizens of any municipality to amend their charter in the exact way citizens did so to limit development in the downtown area encompassing the Gulfstream property to 45 feet. Citizens were disenfranchised by a questionable opinion offered to the sitting Commission by the Assistant City Attorney based on post facto legislation, which was used to ignore the citizens charter amendment and refused to place the amendment into the Charter. Post facto legislation was illegal in criminal cases and was becoming indefensible in civil cases with great regularity. To avoid exposing citizens

to another lawsuit, it would be prudent for [the Commission] to reject this rezoning application and require the purported developer to work within the existing zoning regulations and the 45 foot limits of the charter amendment. A City charter was the constitution of a municipality and its highest law. Ignoring it would put the developer and the City at risk of any construction in violation of its limits.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to extend the meeting one hour in accordance with Rule 1 of the Commission's Rules of Procedure.

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

Mayor Triolo read the comments written by Mary Watson. Ms. Watson wrote that she was very much in support of finally redoing and preserving the historic Gulfstream Hotel. It was high time this structure was addressed rather than slip further into ruin. [She wrote that] she was strongly opposed to the precedent about to take place of developers taking precedence over zoning laws, citizen votes, and constitutional amendments. She attended the meeting of the HRPB where this was approved and was very surprised to hear that a seated member of the board was not even aware that variances could be disapproved. This gave the impression of rubber stamping any development. The City had always been praised for its "small town" character. Until a few weeks ago this was on the face page of lakeworth.org. The downtown area was unique for its low rise diversity of boutique shops, neighborhood watering holes, and high end restaurant and antique shops. This added two-story height would destroy that ambiance and herald seven-story profiteering at the expense of the very character that had been [the City's] landmark.

Mayor Triolo read the comments written by Wes Blackman. Mr. Blackman wrote that the Gulfstream Hotel was the tallest building on [the City's] waterfront. Nestled among other buildings of a similar size, scale and height. You could say the hotel occupied the most prominent location in the City. It was on [the City's] main street that led to the downtown and City beach. For 90 years, the building had stood, watching the City and society change around it. We, the residents and elected officials, were vested with the responsibility of creating the right environment for this property. Not only to survive, but thrive. Other residents who had come before us recognized its importance to the community. The hotel was placed on the National Register of Historic Places in 1983. [He wrote that] he lived in Lake Worth for 23 years. Most of his memories of the Gulfstream Hotel were of the building being closed. This was not the fault of the current owners of the property. It was not the fault of the previous owners of the property. There was a series of long existing conditions that had contributed to its closure - - some going back 30 and 40 years. Dixie Highway, replaced by I-95 as the main means of travel through and to

south Florida communities, was one. Rooms in the building were too small to be attractive in the present tourist marketplace was another. Lack of adequate and convenient parking was another. [The City] needed a vibrant, historic, first class flagship hotel in Lake Worth, hosting visitors from around the world and having them contribute to the economic health and vitality of the City.

Mayor Triolo read the comments written by Teresa Miller. Ms. Miller wrote that there were questions to be asked. Why were the few so violently anti-progress? Were they afraid streets and sewers would be fixed, afraid streetlights would be installed in dark neighborhoods, afraid fire hydrants would be available where none existed? Were they afraid property values, including theirs, would increase? Clearly, improving Lake Worth was nothing to fear. [She wrote] that she was baffled by the fear that some harbor and encourage. Lake Worth needed jobs, needed repairs, needed money, and businesses needed customers. The City did not participate in the huge tourist revenue generated by visitors to Florida. [Residents] had an historic opportunity to change that. The Gulfstream rebirth was an opportunity for Lake Worth that the City could not afford to miss. [She wrote asking] why, why, why would anyone not want to improve this City? What were their real motives? Now was the time for all [residents] who wanted what was right and good for Lake Worth, who wanted to move this City forward, and to stand up and make their desires known here tonight and at the voting booth in 2016. Lake Worth needed the help and support of every rational person to move this City forward.

Mayor Triolo read the comments written by Anthony Marotta. Mr. Marotta wrote that his fiancé and he decided to move to Lake Worth just over two years ago when they found a beautiful historic home built in 1912 right near the water, across the street from a golf course, and with many great amenities nearby in an up and coming City. After finding such a great place with so much to offer they spent much time researching the local political climate and City management. [He wrote] that they found the City management and Commission in place at the time had been working very hard and laying great groundwork to bring Lake Worth forward and try to undo the many years of what seemed to be intentional mismanagement. This encouraging direction convinced them that Lake Worth was the place to invest their future in and call their community. [He wrote] that they liked the feel and charm of the City and knew of its wonderful potential. [He wrote] that he was a firm believer in respectful smart growth and progress to improve upon the City and provide an improving quality of life to its residents.

Comment/request summary:

5. Mayor Triolo commented that the property could not be divided because of the Unity of Title.

Commissioner Amoroso left the meeting at 10:07 PM.

Commissioner McVoy read the comments written by Sander Schrantz. Mr. Schrantz wrote that three years ago he and his wife purchased a triplex on South M Street that had previously been an active sober home and was suffering from years of neglect and shady property management practices by absentee landlords. Over the past three years they had invested everything they had and more to completely and legally renovate the property. [He wrote] that he was proud to say that they now lived on the property and were renting out the additional renovated units to young, local working professionals including a young family with a toddler. They hoped that their hard work and investment would give them a place to start their own family in the little beach town they loved. They chose Lake Worth for several reasons and certainly the small town neighborhood feel was a major factor. They liked the laid back, low-rise eclectic feel of the City and preferred this to other more developed and bustling local cities such as West Palm Beach and Delray Beach. [He wrote] strongly supporting Hudson Holdings recently proposed plan for renovating and upgrading the historic Gulfstream Hotel and encouraged the Commission to approve the proposed rezoning application that would allow their plan to come to fruition. The proposed rezoning and subsequent renovation plan would be a major win for the City and all of its residents. It would not, change the low rise feel of the City. All one needed to do to understand this was to go stand in the spot where the proposed plan would take place. The historic hotel itself was over 70 feet in height. To claim that this proposal would negatively affect the City and change its small town feel was absurd. What this proposal would do was convert a decade old dilapidated building into a beautiful and active historic hotel, which would be a point of pride for the City and attract more young families.

Commissioner McVoy read the comments written by Brenda Smith. Ms. Smith wrote that [she, Michael Stetser, and Arjuna Smith] were residents of Lake Worth and unable to make this important meeting, but would like their voices heard. They moved to this town many years ago. Due to the fact that it was not built up like all the other waterfront towns with huge buildings blocking their waterway view. In the process of living here and loving this town, they got eight other families to purchase homes in their great town for the same reason. If [the Commission] started changing their rules and deregulating the height of buildings, [residents] would lose the charm of their great city. Please do not allow Hudson Holdings to build any larger than the original 45 feet to keep the quality, resident base they had now in their great city. They love their water and wanted to keep their city safe and enjoyable.

Commissioner McVoy read the comments written by Cheryl Leventhol and James Thompson. Ms. Leventhol and Mr. Thompson wrote that they would like to express their concern and dismay about a very important issue. [They wrote that] they had been residents for 26 years and were

deeply disturbed that the Commission was not listening to the people who voted on an issue two years ago to limit the heights. It seemed [like] that fact was being ignored. They did not know who, other than Hudson Holdings, who would benefit from this project, but [wrote that] they were stunned because there seemed to be no vision regarding Lake Worth. If there was a benefit to the City and residents, it was dwarfed by the cost, which was not only monetary. [They wrote] asking the Commission to keep this project within the bounds for a reason. This City was unique and its charm and beauty. It was one of the last places that was still a remnant to "Old Florida." [They wrote that] they grew up in South Florida and were saddened to see such "limited vision" as to how to improve the City. [They asked] if [the Commission] was picturing a Delray Beach or West Palm Beach. [They asked the Commission] to try and picture Lake Worth for its uniqueness and character. Please do not go down the same destructive path [they had] seen all around them.

Commissioner McVoy read the comments written by Robert Potochnik. Mr. Potochnik wrote to please inform the Commission that he did not want the height limits or rezoning. This was a simply "build and flip" company as their reputation indicated. The people had spoken, "no raise in building heights." In fact, lowering [the heights] would be better.

Commissioner Amoroso returned to the meeting at 10:13 PM.

City Attorney Torcivia explained that this was the time for cross examinations or rebuttals.

Ms. Miskel said she would make her closing statements. As a quasi-judicial hearing, the Commission was acting like a judge; however, they could visit the site and could have ex parte communication. The Commission must be impartial and weigh the evidence. She said she was required to show evidence of complying with the law - - it was not a charter invalidated by the State. She said she was sympathetic to the voters, but the State nullified their vote, and the Commission could not take into consideration the charter because it was invalidated and not a law. The City's Comprehensive Plan and Land Development Regulations were the Commission's laws. There was no competent evidence brought forward by the opposition to deny the request. She asked the Commission to support the laws in effect and pass this ordinance.

Comments/requests summaries:

6. Mayor Triolo commented that this agenda item had nothing to do with building heights.

City Attorney Torcivia replied that the issue was a rezoning. This item was a middle step towards development of the property. Later a site plan would be submitted for approval. There were criteria for the

zoning, which were addressed by Mr. Williams and had specific uses. The HRPB voted that the rezoning was consistent with the City's Comprehensive Plan and people had to follow it. The decision before the Commission was if this request followed the City's laws.

Mr. Williams replied that the provisions of the charter did not apply to this property. Staff was on top of the issue and wanted to assure the Commission that no part of any new construction would exceed 65 feet.

7. Vice Mayor Maxwell commented that the City's Land Development Regulations lowered the heights throughout the City except for a six-block area east of Federal Highway and west of Golfview Road in the downtown area. Over 100,000 people attended the Street Painting Festival this year, but there were no hotels for them to stay.
8. Commissioner McVoy commented that it was up to the Commission to judge whether this rezoning was compatible to the City's rules.

City Attorney Torcivia replied that the Commission had to decide whether this rezoning was consistent with the City's current plan.

9. Commissioner Maier commented that, it was pointed out, that the zoning would last beyond Hudson Holdings and any new owner could build to the maximum. It was pointed out that a lawsuit was filed and cases could be dismissed without prejudice and still had the possibility of moving forward. One resident in support of the ordinance mentioned that they had experience working with other elected officials. More voters turned out to vote on the height limitation. The Commission's job, under the law, was to represent the majority of the voters. The hotel needed to be reopened for the economic benefit of the community, which was the voters. The majority wanted the hotel to be opened based on their vote.
10. Commissioner McVoy commented that assertions made from the applicant and said it was incumbent on the Commission to see if the applicant met applicability. Many issues were not black and white. Would they negatively impact the surrounding property owners, which would be predictable? As a judge, the Commission needed to determine what would happen. Some things would be known such as traffic, which would have a negative impact on property owners. Setbacks could also have a negative impact. He said he heard a lot about the economics of the City; however, there were plausible evidence that Lake Worth was different from other communities and Delray Beach had already been identified as having a negative impact. As a judge, he said he had to take into consideration those things.

11. Mayor Triolo commented that the Gulfstream Hotel had been empty for years and if the hotel was renovated at its current 90 rooms, there would be a traffic impact. She said heights were lowered all over the City through the Land Development Regulations except for construction of a hotel with 50 rooms or more in the downtown area. People voted against the height limits because they were told a skyscraper could be built in residential areas on M or O Streets.

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

Mayor Triolo recessed the meeting at 10:41 PM and reconvened at 10:49 PM

**C. Ordinance No. 2016-05 – First Reading – amend the hours of sales for alcoholic beverages and schedule the public hearing date for January 5, 2016**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-05 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 5 “ALCOHOLIC BEVERAGES”, SECTION 5-4, “HOURS OF SALE”, TO ALLOW ALCOHOL SALES ON SUNDAY MORNINGS AND TO PROHIBIT THE SALES OF ALCOHOL FOR OFF-PREMISES CONSUMPTION AFTER 10:00 P.M., SUNDAY THROUGH SATURDAY; AND PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2016-05 on first reading and schedule the public hearing date for January 5, 2016.

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 Maier. NAYS: None.

**13. LAKE WORTH ELECTRIC UTILITY:**

**A. PRESENTATION:**

- 1) Update on the electric utility system

No update was provided.

**B. CONSENT AGENDA:**

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

**C. PUBLIC HEARING:**

**1. Resolution No. 67-2015 – Public Hearing – abandon six utility easements that run through the center of the Wawa project**

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

RESOLUTION NO. 67-2015 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR THE ABANDONMENT OF SIX (6) EXISTING UTILITY EASEMENTS LOCATED AT THE NORTHEAST CORNER OF LAKE WORTH ROAD AND SOUTH CONGRESS, AS RECORDED IN THE FOLLOWING: PLAT BOOK 27683, PAGE 191; BOOK 27522, PAGE 366; BOOK 27619, PAGE 1335; BOOK 27687, PAGE 1488; BOOK 08390, PAGE 0158; BOOK 23286, PAGE 1399; BOOK 27685, PAGE 1478; BOOK 20501, PAGE 683; and, BOOK 24741, PAGE 242, OF PALM BEACH COUNTY PUBLIC RECORDS; PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Resolution No. 67-2015.

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 Maier. NAYS

**D. NEW BUSINESS:**

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

**14. CITY ATTORNEY'S REPORT:**

City Attorney Torcivia wished everyone a Happy Holiday.

**15. CITY MANAGER'S REPORT**

**A. January 5, 2016 – draft Commission agenda**

City Manager Bornstein wished everyone a Happy Holiday.

**16. ADJOURNMENT:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 10:51 PM.

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

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 5, 2016

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



**AGENDA DATE:** January 5, 2016 , Regular Meeting

**DEPARTMENT:** Commissioner McVoy

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 01-2016 - oppose the Trans-Pacific Partnership

**SUMMARY:**

The Resolution calls upon the elected officials in the U.S. Senate and House of Representatives to oppose the Trans-Pacific Partnership (TPP) and any similar trade agreements. Commissioner McVoy requested this be placed on the agenda.

**BACKGROUND AND JUSTIFICATION:**

The TPP may have adverse impacts on job retention and creation s in the United States. Lake Worth currently has over a 12% unemployment rate.

**MOTION:**

I move to approve/not approve Resolution No. 01-2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Resolution

1  
2  
3 RESOLUTION NO. 01-2016 OF THE CITY OF LAKE WORTH, FLORIDA,  
4 OPPOSING THE TRANS-PACIFIC PARTNERSHIP; DIRECTING STAFF TO  
5 SEND A COPY OF THE RESOLUTION TO THE HOUSE AND SENATE  
6 LEADERSHIP AND FLORIDA HOUSE AND SENATE DELEGATES TO THE  
7 114<sup>TH</sup> CONGRESS; AND PROVIDING FOR AN EFFECTIVE DATE.  
8  
9

10 WHEREAS, international trade agreements have the potential to benefit  
11 all of American society but also have the potential to harm parts of society,  
12 especially small businesses and working families; and  
13

14 WHEREAS, growing trade deficits, driven by the North American Free  
15 Trade Agreement, China's accession to the World Trade Organization, and the  
16 U.S.-Korea Free Trade Agreement, have displaced 700,000 jobs, 3,200,000  
17 jobs, and 75,000 jobs respectively; and  
18

19 WHEREAS, U.S. employment in manufacturing has dropped by  
20 5,000,000 jobs from 2000 to 2015; and  
21

22 WHEREAS, the loss of jobs devastates families and entire communities  
23 and can permanently reduce lifetime earnings for hundreds of thousands of  
24 workers; and  
25

26 WHEREAS, the City of Lake Worth unemployment rate is 11%; and  
27

28 WHEREAS, the City of Lake Worth poverty rate is 32%, which requires  
29 the expenditure of limited public funds to assist families in crisis; and  
30

31 WHEREAS, the decline in the American manufacturing base—  
32 exacerbated by trade policies that reward outsourcing—undermines U.S.  
33 economic security and poses a direct threat to our national security; and  
34

35 WHEREAS, the offshoring of manufacturing and service jobs deprives  
36 local and state governments of sorely needed revenues, in turn jeopardizing the  
37 employment of public servants and of construction workers who build, repair  
38 and maintain public infrastructure; and  
39

40 WHEREAS, under NAFTA-style trade rules, the U.S. annual trade deficit  
41 has increased dramatically from 70 billion in 1993, the year before NAFTA went  
42 into effect, to more than \$508 billion in 2014; and  
43

44 WHEREAS, the disproportionate power of global corporations in the  
45 formation of U.S. "free trade" agreements has advanced agendas that can  
46 undermine the public interest and threaten democracy; and  
47

48 WHEREAS, NAFTA and all but two of the U.S. trade deals that followed it  
49 include special legal rights for foreign investors, known as “investor-to-state  
50 dispute settlement” or ISDS provisions; and  
51

52 WHEREAS, investor-to-state dispute settlement (ISDS) provisions can  
53 allow foreign firms to bypass state and federal courts to challenge state and  
54 local laws, regulations, and administrative and judicial decisions in international  
55 tribunals; and  
56

57 WHEREAS, foreign investors already have used NAFTA’s ISDS  
58 provisions to challenge decisions regarding local building permits,  
59 environmental regulations, state bans on toxic chemicals and decisions of state  
60 courts; and  
61

62 WHEREAS, environmental degradation and climate change threaten  
63 communities across the globe, and ISDS provisions in the Trans-Pacific  
64 Partnership (TPP) may restrict the abilities of individual nations to protect the  
65 environment and address climate change; and  
66

67 WHEREAS, promoting economic growth with equity in the City of Lake  
68 Worth requires an approach that improves the trade negotiation process to fully  
69 represent the interests of small businesses, workers, farmers, families and  
70 communities; and  
71

72 WHEREAS, the TPP has been negotiated in secret, effectively  
73 preventing state and local governments from ensuring that TPP rules benefit  
74 the people of the City of Lake Worth; and  
75

76 WHEREAS, the enactment of fast track trade negotiating authority  
77 means that states, municipalities and their citizens will have no opportunity to  
78 correct shortcomings in the TPP since its text will not be made public until it is  
79 final; and  
80

81 WHEREAS, a secretive process of negotiating trade agreements such as  
82 the TPP represents a missed opportunity to strengthen our economy, reduce  
83 income inequality and promote sustainable growth.  
84

85 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF  
86 LAKE WORTH, FLORIDA, that:  
87

88 SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby  
89 calls upon our elected officials in the U.S. Senate and U.S. House of  
90 Representatives to oppose the Trans-Pacific Partnership (TPP) and any similar  
91 trade agreements.  
92

93 SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby  
94 calls upon our elected officials in the U.S. Senate and U.S. House of  
95 Representatives to reject new trade agreements such as the TPP if such  
96 agreements do not:  
97

- 98 • Protect and promote traditional state and local “home rule” authority by  
99 ensuring that states and localities will not be restricted in their ability to  
100 enact preference legislation for local, state, or U.S. goods and/or  
101 services;
- 102 • Ensure balanced trade and reduce the U.S. trade deficit;
- 103 • Include enforceable rules against currency manipulation, which countries  
104 such as China and Japan have used to tilt the playing field in their favor;
- 105 • Exclude investor-to-state dispute settlement (ISDS) and other provisions  
106 that favor foreign over domestic companies and undermine public  
107 choices;
- 108 • Ensure that countries cannot undercut U.S. based producers with  
109 weaker labor and environmental laws and enforcement;
- 110 • Ensure that the U.S. will engage in robust enforcement of trade rules,  
111 including labor and environmental rules;
- 112 • Include strong rule of origin provisions to promote economic growth and  
113 job creation within the U.S.;
- 114 • Promote high standards of protection for workplaces, products, and  
115 natural resources; and
- 116 • Put the interests of the people and the planet over the interests of private  
117 profit.  
118

119 SECTION 3: Upon execution of the Resolution, a copy shall be sent to the  
120 Honorable Members of the House and Senate leadership and to the Honorable  
121 Members of the Florida House and Senate Delegates to the 114<sup>th</sup> Congress.  
122

123 SECTION 4: This Resolution shall become effective upon adoption.  
124

125 The passage of this Resolution was moved by Commissioner \_\_\_\_\_,  
126 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was  
127 as follows:  
128

129  
130 Mayor Pam Triolo  
131 Vice Mayor Scott Maxwell  
132 Commissioner Christopher McVoy  
133 Commissioner Andy Amoroso  
134 Commissioner Ryan Maier  
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Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 5<sup>th</sup> day of January, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Commissioner Maier

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 02-2016 - support a statewide prohibition on fracking to explore and produce oil and natural gas in Florida

**SUMMARY:**

The Resolution supports a statewide prohibition against the use of hydraulic fracturing, acid fracturing, and similar high pressure well stimulation practices, commonly called fracking, to extract underground oil and natural gas resources. Commissioner Maier requested this item be placed on the agenda.

**BACKGROUND AND JUSTIFICATION:**

Due to the geologic nature of the state of Florida and its sensitive water resources, there are concerns regarding the negative environmental impacts of fracking.

**MOTION:**

I move to approve/not approve Resolution No. 02-2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Resolution

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2  
3 RESOLUTION NO. 02-2016 OF THE CITY OF LAKE WORTH, FLORIDA,  
4 SUPPORTING A STATEWIDE PROHIBITION ON HYDRAULIC FRACTURING,  
5 ACID FRACTURING, AND SIMILAR HIGH PRESSURE WELL STIMULATION  
6 PRACTICES PERFORMED FOR THE PURPOSE OF EXPLORATION AND  
7 PRODUCTION OF OIL AND NATURAL GAS IN THE STATE OF FLORIDA  
8 AND SUPPORTING LEGISLATION PROVIDING FOR THE PROHIBITION;  
9 AND PROVIDING AN EFFECTIVE DATE.

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12 WHEREAS, hydraulic fracturing, acid fracturing, and similar high  
13 pressure well stimulation practices, commonly called fracking, are methods of  
14 extracting underground oil and natural gas resources; and

15  
16 WHEREAS, fracking typically involves the pumping or injection of  
17 millions of gallons of water mixed with sand and chemicals into the ground at  
18 high pressure to fracture rock under the surface of the ground in the vicinity of  
19 an extraction well; and

20  
21 WHEREAS, most of Florida's water supply comes from highly permeable  
22 limestone formations which are vulnerable to contamination from fracking and  
23 any other activity which introduces potentially harmful substances into  
24 subsurface aquifers; and

25  
26 WHEREAS, Florida's oil and gas regulations found in Chapter 377,  
27 Florida Statutes, and Florida Administrative Code Rules 62C-25 thru 30 makes  
28 no reference to hydraulic fracturing or fracking; and

29  
30 WHEREAS, in December 2013, high pressure acid fracturing was  
31 utilized by a Texas-based oil drilling company in Collier County prompting the  
32 Florida Department of Environmental Protection (DEP) to issue a cease and  
33 desist order, revoke the company's drilling permits, and issue a \$25,000 fine;  
34 and

35  
36 WHEREAS, DEP has installed a series of groundwater wells in the  
37 vicinity of the Collier County fracking well to monitor for contamination; and

38  
39 WHEREAS, the New York State Department of Health, in an extensive  
40 study of high volume hydraulic fracturing released in December 2014, found  
41 that there were significant uncertainties about the kinds of adverse health  
42 outcomes that may be associated with hydraulic fracturing, the likelihood of the  
43 occurrence of adverse health outcomes, and the effectiveness of some of the  
44 mitigation measures in reducing or preventing environmental impacts which  
45 could affect public health; and

46  
47 WHEREAS, there is legislation pending in the State of Florida that would  
48 provide a statewide prohibition on fracking as well as legislation that provides  
49 additional regulation and permitting requirements; and

51 WHEREAS, the Lake Worth City Commission has consistently  
52 maintained policies and programs for the protection of public health and natural  
53 resources including drinking water supplies, conservation lands, and other local  
54 and state resources; and  
55

56 WHEREAS, the City Commission has determined that without  
57 compelling scientific evidence of the safety of fracking in the State of Florida, it  
58 is in the best interest of the City of Lake Worth to support a statewide ban on  
59 these activities.  
60

61 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF  
62 LAKE WORTH, FLORIDA, that:  
63

64 SECTION 1: The City of Lake Worth supports a statewide ban on hydraulic  
65 fracturing, acid fracturing, and similar high pressure well stimulation practices  
66 more commonly known as fracking, and support legislation providing for same.  
67

68 SECTION 2: A copy of this Resolution be forwarded to the Governor of the  
69 State of Florida, the President of the Florida Senate, the Speaker of the Florida  
70 House of Representatives, the Chair and members of the Palm Beach County  
71 Legislative Delegation, and the Secretary of the Florida Department of  
72 Environmental Protection.  
73

74 SECTION 3: This Resolution shall become effective upon adoption.  
75

76 The passage of this Resolution was moved by Commissioner \_\_\_\_\_,  
77 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was  
78 as follows:  
79

- 80 Mayor Pam Triolo
- 81 Vice Mayor Scott Maxwell
- 82 Commissioner Christopher McVoy
- 83 Commissioner Andy Amoroso
- 84 Commissioner Ryan Maier

85  
86 Mayor Pam Triolo thereupon declared this Resolution duly passed and  
87 adopted on the 5<sup>th</sup> day of January, 2016.  
88

89 LAKE WORTH CITY COMMISSION  
90

91  
92 By: \_\_\_\_\_  
93 Pam Triolo, Mayor

94 ATTEST:  
95  
96 \_\_\_\_\_  
97 Pamela J. Lopez, City Clerk



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 03-2016 - agreement with Palm Beach County for improvements to Tropical Drive and Barton Road.

**SUMMARY:**

The Resolution authorizes the City to enter into an agreement with Palm Beach County for \$513,343 in Community Development Block Grant (CDBG) funds to reconstruct Tropical Drive between Palmetto Avenue and South Road and of Barton Road between 12<sup>th</sup> Avenue South and Andrew Redding Road.

**BACKGROUND AND JUSTIFICATION:**

At its meeting of May 5, 2015, the City Commission approved Resolution No. 20-2015 authorizing the submission of an application to Palm Beach County Department of Economic Sustainability (DES) for Fiscal Year 2015-2016 CDBG Program funding for improvements to Tropical Drive and Barton Road. A total of \$513,343 in CDBG funding was requested for this purpose.

The project entails a complete reconstruction of Tropical Drive between Palmetto Avenue and South Road and to Barton Road between 12<sup>th</sup> Avenue South and Andrew Redding Road. Proposed improvements include clearing and grubbing of the site, reconstruction of the existing roadways, construction of curbing, concrete sidewalks and driveways, landscaping of the area, and other work associated with, and pertinent to, these improvements.

The estimated cost of these improvements is \$661,002. Funding for this project will be comprised of \$513,343 in CDBG funds and \$147,659 from the City's Roadway fund.

As a result of master planning efforts by the City and combining water, sewer, drainage and roadway projects, the reconstruction of these roadways will include drainage, water and sewer utilities work. These improvements will be installed prior to the reconstruction of the roadways, and will be funded through the City's Water Utilities Department.

**MOTION:**

I move to approve/ not approve Resolution No. 03-2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution  
Cost Estimate  
Agreement  
Aerial

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	661,002		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	661,002	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:

An allocation of \$513,343 in FY 2015-2016 CDBG funds will be allocated to this project. The balance of \$147,659 will come from the City's Roadway Fund.

Public Services		Tropical & Barton					
Account Number (s)	Account Description	Project #	FY 2016 Budget	Agenda Expense	CDBG Grant	City Funds	Balance
170-5020-519-63-15	Infrastructure	Pending	669,282	661,002	(513,343)	(147,659)	8,280

C. Department Fiscal Review: \_\_\_\_\_JK\_\_\_\_\_

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RESOLUTION NO. 03-2016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$513,343 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE TROPICAL DRIVE AND BARTON ROAD STREET IMPROVMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to make comprehensive improvements to Tropical Drive from Palmetto Avenue and South Road and to Barton Road from 12<sup>th</sup> Avenue South and Andrew Redding Road; and

WHEREAS, the City has requested from Palm Beach County that \$513,343 in Community Development Block Grant (CDBG) funds that have been made available to the City for Fiscal Year 2015-2016; and

WHEREAS, the proposed infrastructure improvements are an eligible use of CDBG funds; and

WHEREAS, the Palm Beach County has prepared an Interlocal Agreement that sets forth the terms and conditions for the use of these CDBG funds for this project; and

WHEREAS, the City desires to enter into this Interlocal Agreement with Palm Beach County for the purpose of making comprehensive street improvements to Tropical Drive and Barton Road.

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 the Interlocal Agreement between Palm Beach County and the City in the amount of \$513,343 in CDBG funds for the Tropical Drive and Barton Road Street Improvements Project.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes the Mayor to execute three originals of the Interlocal Agreement between Palm Beach County and the City for this stated purpose.

SECTION 3: Upon execution of the Resolution, one copy shall be forwarded to the Public Services Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This Resolution shall become effective upon adoption.



**TROPICAL DRIVE AND BARTON RD IMPROVEMENTS PROJECT**

	<u>UNITS</u>	<u>TYPE</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1 MOBILIZATION	1	LS	48,500.00	48,500.00
2 NPDES	1	LS	3,500.00	3,500.00
3 MOT	1	LS	12,500.00	12,500.00
4 3/4" TYPE S-3 ASPHALT	10,000	SY	4.00	40,000.00
5 1.5" TYPE S-3 ASPHALT	9000	SY	7.90	71,100.00
6 MILL EXISTING ASPHALT 3/4"	19005	SY	1.50	28,507.50
7 4" CONCRETE SIDEWALK	2400	SY	39.57	94,968.00
8 6" CONCRETE DRIVEWAYS	335	SY	54.57	18,280.95
9 CONCRETE DRIVEWAY DEMO AND DISPOSAL	2700	SY	17.38	46,926.00
10 MONOLITHIC CURB AND SIDEWALK	160	SY	62.00	9,920.00
11 CURB REMOVAL	250	LF	15.00	3,750.00
12 VALLEY GUTTER	250	LF	30.00	7,500.00
13 EXCAVATION FOR SWALE CONSTRUCTION	6300	SY	10.00	63,000.00
14 SWALE RECONSTRUCTION	6300	SY	13.00	81,900.00
15 SOD BAHIA	6300	SY	2.50	15,750.00
16 FILTER FABRIC FOR SWALE	6300	SY	3.00	18,900.00
17 THERMOPLASTIC STRIPING AND SIGNAGE	1	LS	16,000.00	16,000.00
AL1 GENERAL ALLOWANCE FOR CONTINGENCY (15%)	1	LS	80,000.00	80,000.00
TOTAL ESTIMATED COST				<b>\$ 661,002.45</b>

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**CITY OF LAKE WORTH**

**THIS AGREEMENT**, entered into on \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the City of Lake Worth, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 7 North Dixie Highway, Lake Worth, Florida 33460.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accord with the annual Action Plan, and the City of Lake Worth, desire to provide the activities specified by this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the City of Lake Worth to implement such undertakings of the Community Development Block Grant Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

**1. DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the City of Lake Worth.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

**2. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

**3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Municipality shall implement the herein described improvements to Tropical Drive and Barton Road, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$513,343 for the period of January 26, 2016, through and including April 1, 2017. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant No. B-15-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to April 1, 2017.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for work performed and/or payments made by the Municipality, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

- (A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES  
 The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.
- (B) FINANCIAL ACCOUNTABILITY  
 The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.
- (C) SUBCONTRACTS  
 Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.
- (D) PURCHASING  
 All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.
- (E) REPORTS, AUDITS, AND EVALUATIONS  
 Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (F) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS  
 DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.
- (G) PRIOR WRITTEN APPROVALS - SUMMARY  
 The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:
- (1) All subcontracts and agreements pursuant to this Agreement;
  - (2) All capital equipment expenditures of \$1,000 or more;
  - (3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);

- (4) All change orders;
- (5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
- (6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

The requirements of this section shall survive the expiration of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project area shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project area shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

**12. PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

**13. EVALUATION AND MONITORING**

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

**14. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will provide technical assistance to the Municipality, as deemed necessary by the County.

**15. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

**16. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. This provision shall survive the expiration or termination of this Agreement.

17. **DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

18. **INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

19. **INSURANCE BY MUNICIPALITY:**

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

20. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

**21. CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

**22. CITIZEN PARTICIPATION**

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

**23. RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

**24. AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
- (B) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

**25. TERMINATION AND SUSPENSION**

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

26. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

28. **NOTICES**

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

29. **INDEPENDENT AGENT AND EMPLOYEES**

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

30. **NO FORFEITURE**

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

**31. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

**32. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**33. EXCLUSION OF THIRD PARTY BENEFICIARIES**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

**34. SOURCE OF FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

**35. INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**36. COUNTERPARTS OF THE AGREEMENT**

This Agreement, consisting of twenty (20) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**37. ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

CITY OF LAKE WORTH

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(MUNICIPALITY SEAL BELOW)

CITY OF LAKE WORTH

By: \_\_\_\_\_  
Pam Triolo, Mayor

By: \_\_\_\_\_  
Pamela J. Lopez, City Clerk

By: CSA-ROL  
Attorney for Municipality  
(Signature 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: \_\_\_\_\_  
Mary Lou Berger, 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: \_\_\_\_\_  
James Brako,  
Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard,  
Deputy Director

**EXHIBIT "A"**  
**WORK PROGRAM NARRATIVE**

**1. MUNICIPALITY OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Municipality, using its own resources, shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the installation of improvements along Tropical Drive and Barton Road in the City of Lake Worth. Additionally, the Municipality and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Municipality.

- B. PROJECT SCOPE:** The scope of work for the installation of improvements along Tropical Drive and Barton Road shall include but not be limited to, the following: clearing and grubbing of the site, installation of water and sanitary sewer lines and services, construction of curbing, concrete sidewalks and driveways, reconstruction/resurfacing of the existing roadway, landscaping of the area and other work associated with, and pertinent to, the installation of the above improvements.

(1) Should the Municipality use brand names in the bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name is used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

The Municipality agrees that the use of more than one brand name shall not be regarded as having met the above requirements.

(2) The Municipality shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost, prepared by its consultant, to DES and obtain a letter of approval from DES prior to bidding the construction work. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for this project.

(3) The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DES.

(4) The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

(5) The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain DES approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract, the Municipality shall obtain DES approval prior to executing any change orders to such contract.

(6) Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount. The County's participation in this reimbursement method shall be at their sole discretion.

(7) The Municipality shall not request reimbursement for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

**The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.**

- C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.
- D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.

**CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.

**G. FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.

**H. MONTHLY PERFORMANCE REQUIREMENTS:** The time frame for completion of the outlined activities shall be April 1, 2017. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Advertise & Accept Bids by	March 1, 2016
Start Construction by	May 1, 2016
Complete Construction by	December 1, 2016
Submit Final Reimbursement Request by	January 31, 2017

**I. REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit "B" to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the monthly performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

**The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.**

**J. USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

- (1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
  - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
  - b. The requirements of paragraph (2) of this section are met.
- (2) If the Municipality determines, after consultation with affected citizens, it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

- (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration of this Agreement.**

- K. SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- L. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Municipality must consider in the design and implementation of the project. The Municipality acknowledges that it has received notification from DES containing the results of the ER. The notification letter included a description of any conditions and mitigation measures required to be undertaken by the Municipality. Where applicable, the Municipality shall submit to DES a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emulating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

2. **COUNTY OBLIGATIONS:**

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$513,343. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis-Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
- (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

**EXHIBIT "B"**  
**PALM BEACH COUNTY ECONOMIC SUSTAINABILITY**

**MONTHLY PERFORMANCE REPORT**

<b>Report For:</b>	Month: _____ Year: _____
<b>Sub-recipient Name:</b>	City of Lake Worth
<b>Project Name:</b>	Tropical Drive and Barton Road Improvements
<b>Report Prepared By:</b>	_____ Name Signature Date

**BUDGETING AND EXPENDITURES**

Amounts Expended this Reporting Period: CDBG Funds:\$\_\_\_\_\_ Other Funds:\$\_\_\_\_\_

**Amounts Expended to Date:**

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 513,343	\$	%
Other Funds:_____	\$	\$	%
Other Funds:_____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that the City of Lake Worth has met all of its Monthly Performance Requirements (Exhibit "A", Paragraph H) referenced in the Agreement during this reporting period.

\_\_\_\_\_  
 Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CIREIS  
 Department of Economic Sustainability  
 100 Australian Avenue, Suite 500  
 West Palm Beach, FL 33406

**EXHIBIT "C"****ASBESTOS REQUIREMENTS**  
**SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS**

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

**I. DEFINITIONS**

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

**II. ASBESTOS SURVEYS**

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Agency (or Municipality, as applicable) has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency (or Municipality, as applicable) or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Agency (or Municipality, as applicable).

### III. ASBESTOS ABATEMENT

#### A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Agency (or Municipality, as applicable) must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.
- (c) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the DES.
  1. An Asbestos Abatement Specification (Work Plan)
  2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

#### B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Agency (or Municipality, as applicable).

- (a) Asbestos Abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.
- (b) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.
  1. An Asbestos Abatement Specification (Work Plan).
  2. Post Job submittals, reviewed and signed by the FLAC.

- (c) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

**IV. NESHAP NOTIFICATION**

**A. RENOVATION**

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Agency (or Municipality, as applicable) or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Agency (or Municipality, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

**B. DEMOLITION**

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Agency (or Municipality, as applicable).

**C. NESHAP FORM**

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Agency (or Municipality, as applicable) post job documentation submitted to DES. All fees shall be paid by the Agency (or Municipality, as applicable).

Palm Beach County Department of Health  
Asbestos Coordinator  
800 Clematis Street  
Post Office Box 29  
West Palm Beach, Florida 33402

**V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES**

The Agency (or Municipality, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
  1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
  2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
  1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
  2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
  3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.



Palmetto Ave, Lake Worth, Palm Beach, Florida 33430  
Palmetto Ave, Lake Worth, Florida 33430

Tropical Dr - Palmetto to S Rd = 3,162f

Barton Rd - Andrew Redding to 12th Ave S = 1,920f

9

S Rd  
©2013 Google

Google earth

Imagery Date: 3/21/2011 26°35'1.38" N 80°04'06.04" W elev 16 ft eye alt 2192 ft



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Purchase Order to Garber Chevrolet, Pontiac, GMC Truck, Inc., for two replacement vehicles for the Code Compliance Division.

**SUMMARY:**

The Purchase Order authorizes the purchase of two (2) new vehicles (2016 GMC Terrain) for an amount not to exceed \$51,000.00.

**BACKGROUND AND JUSTIFICATION:**

The Code Compliance Division currently has two (2) vehicles scheduled for replacement in FY 2016. Due to the age, condition and safety concern, the following vehicles are being replaced:

- Truck #263---1999 Chevrolet S-10 pickup
- Truck #608---2001 Chevrolet S-10 pickup

These vehicles are currently being used by the Code Compliance Division as part of their daily operations and are past their useful life and no longer meet the daily needs of the Division. The new vehicles will have a 6 year 100,000 mile warranty on them.

The replacement vehicles are quoted by Garber Chevrolet, Pontiac, GMC Truck, Inc., under the State of Florida's Department of Management Services state term contract #25100000-16-1 "Motor Vehicles" for the 2016 GMC Terrain.

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_and\\_agreements/state\\_term\\_contracts/motor\\_vehicles2](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/state_term_contracts/motor_vehicles2)

**MOTION:**

I move to approve/not approve a Purchase Order for Garber Chevrolet, Pontiac, GMC Truck, Inc., under a cooperative purchase use of the State of Florida's Department of Management Services state term contract.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Dealer Quote Sheet

Vehicle Specifications

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	50,781.50	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	50,781.50	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services						
Account Number	Account Description	FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549.64-30	Machinery and Equipment / Vehicles	960,000	N/A	681,631	50,781	640,850

C. Department Fiscal Review: \_JB\_  
 Finance Review: CE





**Price Quote Form (PQF)- Motor Vehicles**

**Contract No.: 25100000-16-1.**

**Vendor  
Comments:**

**Agency  
Comments:**

**\*UNSPSC = United Nations Standard Products and Services Commodity Code**

*Revised 08-2015 DMS*

**Prepared By:**  
administrator

**2016 GMC Terrain**  
TLG26 AWD 4dr SLE w/SLE-1

Photo may not represent exact vehicle or selected equipment.

2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

**SELECTED MODEL & OPTIONS**

**SELECTED MODEL - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
TLG26	2016 GMC Terrain AWD 4dr SLE w/SLE-1	\$28,550.00

**SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

<u>Code</u>	<u>Description</u>
-	Interior: Jet Black
-	Exterior 1: Summit White
-	Exterior 2: No color has been selected.

**SELECTED OPTIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

**CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
EMISSIONS FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
ENGINE LEA	ENGINE, 2.4L DOHC 4-CYLINDER SIDI (SPARK IGNITION DIRECT INJECTION) with VVT (Variable Valve Timing) (182 hp [135.7 kW] @ 6700 rpm, 172 lb-ft [232.2 N-m] @ 4900 rpm) (STD)	\$0.00
TRANSMISSION MX0	TRANSMISSION, 6-SPEED AUTOMATIC (STD)	\$0.00
AXLE FXH	AXLE, 3.53 FINAL DRIVE RATIO (Included and only available with (LEA) 2.4L I-4 SIDI engine and (MXO) 6-speed automatic all-wheel drive transmission. Refer to Engine/Axle chart for availability.)	INC
PREFERRED EQUIPMENT GROUP 3SA	SLE-1 PREFERRED EQUIPMENT GROUP Includes Standard Equipment	\$0.00
PAINT GAZ	SUMMIT WHITE	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

**SELECTED MODEL & OPTIONS**

**SELECTED OPTIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

**CATEGORY**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
<b>PAINT SCHEME</b>		
—	STANDARD PAINT	\$0.00
<b>SEAT TYPE</b>		
AR9	SEATS, FRONT BUCKET (STD)	\$0.00
<b>SEAT TRIM</b>		
AFA	JET BLACK, PREMIUM CLOTH	\$0.00
<b>RADIO</b>		
UFU	AUDIO SYSTEM, COLOR TOUCH AM/FM/SIRIUSXM STEREO WITH MP3 PLAYBACK includes 7" diagonal color touch-screen display, USB port, AUX port and iPod support (STD) (Includes Bluetooth for phone.)	\$0.00
<b>ADDITIONAL EQUIPMENT</b>		
VQG	LPO, PROTECTION PACKAGE includes front and rear all-weather floor mats and front and rear molded splash guards (Not available with (VQK) Front and rear splash guards, LPO, (VAV) All-weather floor mats, LPO or (PDH) GMC Interior Protection Package, LPO.)	\$300.00
VLI	LPO, ALL-WEATHER REAR CARGO MAT, BLACK (Included with (PDH) GMC Interior Protection Package, LPO.)	\$75.00
<b>OPTIONS TOTAL</b>		<b>\$375.00</b>

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Customer File:

2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

***PRICING SUMMARY***

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**PRICING SUMMARY - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

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	<b><i>MSRP</i></b>
Base Price	\$28,550.00
Total Options:	\$375.00
Vehicle Subtotal	\$28,925.00
Advert/Adjustments	\$0.00
Destination Charge	\$925.00
<b>GRAND TOTAL</b>	<b>\$29,850.00</b>

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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **STANDARD EQUIPMENT**

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#### STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1

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##### *ENTERTAINMENT*

- Audio system, Color Touch AM/FM/SiriusXM stereo with MP3 playback includes 7" diagonal color touch-screen display, USB port, AUX port and iPod support (Includes Bluetooth for phone.)
- Audio system feature, 6-speaker system
- SiriusXM Satellite Radio is standard on nearly all 2016 GM models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM Satellite Radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at [www.siriusxm.com](http://www.siriusxm.com). All fees and programming subject to change.)
- Audio system feature, USB port
- Bluetooth for phone personal cell phone connectivity to vehicle audio system

##### *EXTERIOR*

- Wheels, 4 - 17" x 7.0" (43.2 cm x 17.8 cm) aluminum
- Tires, P225/65R17 all-season, blackwall (Included with (RTN) 4 - 17" x 7.0" (43.2 cm x 17.8 cm) aluminum wheels.)
- Spare tire and wheel
- Grille, Charcoal with chrome surround
- Liftgate, rear manual with fixed glass
- Bumpers, front and rear body-color
- Headlamps, halogen projector lamp
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Mirrors, outside heated power-adjustable, body-color and manual folding
- Wipers, front intermittent with washers
- Wiper, rear intermittent with washer
- Door handles, body-color

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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **STANDARD EQUIPMENT**

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#### STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1

---

##### *INTERIOR*

- Seats, front bucket
- OnStar with 4G LTE provides a built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds (Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial.)
- Seat trim, premium cloth
- Seat adjuster, driver 2-way manual fore/aft adjustment power lumbar and power 2-way seat height adjuster (up/down)
- Seats, rear bench, 3 passenger with manual fore/aft adjustment, 60/40 split seatback and recline feature
- Floor mats, carpeted front
- Floor mats, carpeted rear
- Console, front center, with arm rest and concealed storage
- Cupholders 2 front and 2 rear and 2 additional in rear center armrest
- Steering wheel, comfort grip vinyl with mounted cruise and audio controls
- Steering column, tilt and telescopic
- Instrumentation includes speedometer, single trip odometer, fuel level, engine temperature and tachometer
- Driver Information Center monitors 26 various systems including, Vehicle Information Menu (oil life, tire pressure, standard/metric units) and Trip Information Menu (trip 1, trip 2, fuel range, average fuel economy, instant fuel economy, average vehicle speed) and compass display
- Windows, power with driver and front passenger Express-Down
- Door locks, power programmable with lockout protection
- Remote Keyless Entry
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, content theft alarm and engine immobilizer
- Air conditioning, single-zone manual front climate control
- Defogger, rear-window electric
- Power outlets 4 auxiliary with covers, 12-volt, includes 2 front, 1 second row and one in the cargo area

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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **STANDARD EQUIPMENT**

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#### STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1

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- Mirror, inside rearview auto-dimming
- Visors, driver and front passenger illuminated vanity mirrors
- Assist handles, front passenger and rear outboards
- Lighting, interior with theatre dimming, center-mounted dome, rear cargo area, dual front map lights and ambient lighting on integrated center stack
- OnStar Guidance plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Visit [www.onstar.com](http://www.onstar.com) for vehicle availability, details and system limitations. Services may vary by model and conditions.)
- OnStar Basic plan for 5 years including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)

#### *MECHANICAL*

- Engine, 2.4L DOHC 4-cylinder SIDI (Spark Ignition Direct Injection) with VVT (Variable Valve Timing) (182 hp [135.7 kW] @ 6700 rpm, 172 lb-ft [232.2 N-m] @ 4900 rpm)
- Transmission, 6-speed automatic
- E10 Fuel capable (May be upgraded to (FHS) E85 FlexFuel Capable with (FE9) Federal emissions on FWD (TLF26/TLH26/TLJ26) models.)
- Axle, 3.53 final drive ratio (Included and only available with (LEA) 2.4L I-4 SIDI engine and (MXO) 6-speed automatic all-wheel drive transmission. Refer to Engine/Axle chart for availability.)
- Alternator, 120 amps
- Chassis - all wheel drive (TLG26 model only.)
- Battery, 525 cold-cranking amps with rundown protection
- Suspension, front independent, strut type coil springs
- Suspension, rear independent trailing arm with three lateral locating links, coil springs
- Suspension, Soft Ride
- Steering, power, variable electric assist
- Brakes, 4-wheel antilock, 4-wheel disc
- Exhaust, single

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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **STANDARD EQUIPMENT**

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#### STANDARD EQUIPMENT - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1

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##### SAFETY

- StabiliTrak, stability control system with traction control
- Daytime Running Lamps
- Air bags, dual-stage frontal and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions (Always use safety belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use safety belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Rear Vision Camera
- Tire Pressure Monitor System (Does not monitor spare.)
- Safety belts, 3-point, front and second row all seating positions
- Door locks, rear child security
- LATCH system (Lower Anchors and Top tethers for CHildren), for child safety seats

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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **WARRANTY INFORMATION**

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#### WARRANTY INFORMATION - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1

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WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/60,000 Miles

Corrosion:

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

Roadside Assistance:

5 Years/60,000 Miles

Maintenance:

2 Years/24,000 Miles

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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **TECHNICAL SPECIFICATIONS**

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#### **POWERTRAIN - BASIC SPECIFICATIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

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##### **ENGINE**

Engine Order Code	LEA
Engine Type	Gas/Ethanol I4
Displacement	2.4L/145 CID
SAE Net Horsepower @ RPM	182 @ 6700
SAE Net Torque (lb ft) @ RPM	172 @ 4900

##### **TRANSMISSION**

Transmission order code	MX0
Transmission Type Description	* 6-Speed Automatic
Drive Train	All Wheel Drive

##### **MILEAGE**

City EPA fuel economy estimate (MPG)	20.00
Hwy EPA fuel economy estimate (MPG)	29.00
City cruising range (mi)	376.00
Hwy cruising range (mi)	545.20

\* Indicates equipment which is in addition to or replaces base model's standard equipment.

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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **TECHNICAL SPECIFICATIONS**

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#### **POWERTRAIN - ADVANCED SPECIFICATIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

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##### **TRANSMISSION**

Gear Ratio (:1)	
First Gear Ratio (:1)	4.58
Second Gear Ratio (:1)	2.96
Third Gear Ratio (:1)	1.91
Fourth Gear Ratio (:1)	1.45
Fifth Gear Ratio (:1)	1.00
Sixth Gear Ratio (:1)	0.75
Reverse Ratio (:1)	2.94
Clutch size (in)	
Final Drive Axle Ratio (:1)	3.53

##### **TRANSFER CASE**

Transfer case model	
Gear Ratio (:1)	
Transfer case high gear ratio	- TBD -
Transfer case low gear ratio	- TBD -
Transfer case power take off	

##### **ELECTRICAL**

Battery	1
Battery cold cranking Amps @ 0 F	525.00
Alternator	
Alternator Amps	120.00

##### **COOLING SYSTEM**

Cooling system capacity	8.20
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\* Indicates equipment which is in addition to or replaces base model's standard equipment.

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Customer File:

2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

**TECHNICAL SPECIFICATIONS**

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**PAYLOAD/TRAILERING SPECIFICATIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

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**WEIGHT INFORMATION**

Base curb weight (lbs) 3,955.00

**TRAILERING**

	<b>Max Trailer Wt.</b>	<b>Max Tongue Load</b>
Dead Weight Hitch (lbs)	1,500.00	150.00
Weight Distributing Hitch (lbs)	1,500.00	225.00
Fifth Wheel Hitch (lbs)		

\* Indicates equipment which is in addition to or replaces base model's standard equipment.

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Customer File:

2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

**TECHNICAL SPECIFICATIONS**

**CHASSIS SPECIFICATIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

<b>SUSPENSION</b>	<b>Front</b>	<b>Rear</b>	
Suspension Type	MacPherson Strut	Trailing Arm	
Suspension Type (cont.)	w/Coil Springs	w/Coil Springs	
Shock Absorber Diameter (mm)	- TBD -	- TBD -	
Stabilizer Bar Diameter (in)	- TBD -	- TBD -	
<b>BRAKES</b>			
Brake type	Pwr		
ABS System	4-Wheel		
	<b>Front</b>	<b>Rear</b>	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	12.6 x 1.18	11.9 x 0.78	
Drum			
Drum Diam x Width (in)			
<b>TIRES</b>			
	<b>Front</b>	<b>Rear</b>	<b>Spare</b>
Tire Order Code	QYZ	QYZ	
Tire Size	P225/65R17	P225/65R17	- TBD -
<b>WHEELS</b>			
	<b>Front</b>	<b>Rear</b>	<b>Spare</b>
Wheel Size	17 x 7.0	17 x 7.0	- TBD -
Wheel Type	Aluminum	Aluminum	- TBD -
<b>STEERING</b>			
Steering type	Pwr Electric Assist		
Ratio (:1)			
Overall	18.10		
Lock-to-Lock Turns	3.46		
Turning Diameter			
Curb-to-Curb	40.00		
Wall-to-Wall	- TBD -		

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 Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### ***TECHNICAL SPECIFICATIONS***

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#### **CHASSIS SPECIFICATIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

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<b>FUEL TANK</b>	<b>Main</b>
Capacity	18.80

\* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 412.0, Data updated 11/10/2015  
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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **TECHNICAL SPECIFICATIONS**

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#### **DIMENSIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

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##### **EXTERIOR DIMENSIONS**

Wheelbase (in)	112.50
Length, Overall w/rear bumper (in)	
Length, Overall (in)	185.50
Width, Max w/o mirrors (in)	72.80
Height, Overall (in)	66.30
Tread Width	
Track Width, Front	62.90
Track Width, Rear	62.10
Min Ground Clearance (in)	6.90
Rear Door	
Rear Door Opening Height	- TBD -
Rear Door Opening Width	- TBD -

##### **CARGO AREA DIMENSIONS**

Length @ Floor	
Cargo Area Length @ Floor to Seat 1	- TBD -
Cargo Area Length @ Floor to Seat 2	- TBD -
Cargo Area Length @ Floor to Seat 3	
Width	
Cargo Area Width @ Beltline	- TBD -
Cargo Box Width @ Wheelhousings	- TBD -
Cargo Box (Area) Height (in)	- TBD -
Liftover Height (in)	- TBD -
Cargo Volume	
Cargo Volume to Seat 1	63.9
Cargo Volume to Seat 2	31.6
Cargo Volume to Seat 3	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 412.0, Data updated 11/10/2015  
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Customer File:

## 2016 Fleet/Non-Retail GMC Terrain AWD 4dr SLE w/SLE-1 TLG26

### **TECHNICAL SPECIFICATIONS**

---

#### **DIMENSIONS - 2016 Fleet/Non-Retail TLG26 AWD 4dr SLE w/SLE-1**

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##### **INTERIOR DIMENSIONS**

Passenger Capacity	5	
Passenger Volume (ft³)	99.60	
EPA Classification	4WD Sport Utility	
Seating Position	Front	Second
Head Room (in)	39.80	39.20
Leg Room (in)	41.20	39.90
Shoulder Room (in)	55.70	55.30
Hip Room (in)	55.10	51.30

\* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 412.0, Data updated 11/10/2015  
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Customer File:



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Task Order with Keith & Schnars, P.A., for a Traffic Calming Study & Associated GIS Base Map - Phase 1.

**SUMMARY:**

This Task Order provides for professional consulting services to collect field data and make observations related to the first phase of a city-wide traffic calming program at a cost not to exceed \$44,600.

**BACKGROUND AND JUSTIFICATION:**

Public Services is beginning a multi-phased City-wide traffic calming effort. Keith & Schnars, a consultant under contract with the City (pursuant to an award under RFQ 12-13-302) will provide work product related to Phase 1. The scope of services include reviewing previous studies, collecting field data related to traffic control, posted speed and implemented measures; summarizing citizen complaints, crash data and police citations; developing GIS layers to represent all collected data in order to identify clusters of complaints, sign deficiencies and crashes; evaluating the effectiveness of previously implemented measures; and combining this information with field observations to identify two priority areas for further study. Further study will include traffic volumes and speed data collection. Deliverables include a draft report, GIS layers compatible with the city GIS mapping system and a final report recommending traffic calming measures for the two study areas.

Future Phases will involve public workshops and input based on the data developed in Phase 1 as well as discussions on funding scenarios.

The cost for Phase 1 was included in the Fiscal Year 2016 budget.

**MOTION:**

I move to approve/disapprove the Task Order with Keith & Schnars for a traffic calming study and associated GIS base map – Phase 1.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	44,600	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	44,600	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		Traffic Calming Device			
Account Number (s)	Account Description	FY 2016 Budget	Current Balance	Agenda Expense	Balance
001-5010-519-34-50	Contractual Services (Calming Devices)	140,000	70,949	(44,600)	26,349

C. Department Fiscal Review: JB  
 Finance Department Review: CE

## TASK ORDER

### PROFESSIONAL CONSULTING SERVICES FOR Citywide Traffic Calming Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the 7th day of November, 2015, between the City of Lake Worth, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and Keith and Schnars, P.A., a Florida corporation, whose local business address is 6500 N Andrews Avenue, Fort Lauderdale, Florida 33309 ("Consultant" hereafter).

#### **1.0 Project Description**

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: Phase 1 of a Citywide Traffic Calming effort.

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#### **2.0 Scope**

Under this Task Order, the Consultant will provide the City of Lake Worth Public Services Department with a study with recommendations and associated GIS base map for the Project. Attached hereto and incorporated herein is the Consultant's Scope of Services (see Attachment A).

#### **3.0 Schedule**

The services to be provided under this Task Order shall be completed within 120 calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of **\$44,600**. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Dr. Fadi Nassar, P.E., PTOE, phone: (954)776-1616; email: fnassar@ksfla.com; and, the Project Manager for the City is Jaimie Brown, LEED AP BD+C, ENV SP phone: (561) 586-1720  
email: JBrown@LakeWorth.org.

#### **6.0 Progress Meetings**

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

**7.0 Authorization**

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, Awarded per RFQ 12-13-302, dated July 1, 2014 ("Agreement" hereafter).

INWITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By: \_\_\_\_\_

ATTEST:

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

Approved as to form and legal sufficiency:

*[Signature]*  
City Attorney

Consultant: Keith and Schnars, P.A.

By: *T. H. Kalayci*

Print Name: Tanzer Kalayci

Print Title: Chief Executive Officer

[Corporate Seal]

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 24th day of November, 2015 by TANZER H. KALAYCI as President of Keith and Schnars, P.A. a Florida Corporation on behalf of the Corporation, who is personally know to me.

*Jo-Phyle Hallem*  
Notary Public, State of Florida



**JO-PHYLE HALLEM**  
MY COMMISSION # FF 112669  
EXPIRES: May 10, 2018  
Bonded Thru Budget Notary Services

(Seal)

My Commission Expires: May 10, 2018

## ATTACHMENT A

### City of Lake Worth -Proposal for a Citywide Traffic Calming Study (K&S Project No. 18160.01)

The traffic calming study for the City of Lake Worth will build on the work performed in 2011 by McMahon and Associates and older studies. The scope of services include collecting field data related to traffic control, posted speed and implemented measures; summarizing citizen complaints, crash data and police citations; developing GIS layers to represent all collected data in order to identify clusters of complaints, sign deficiencies and crashes; evaluating the effectiveness of previously implemented measures; and combining this information with field observations to identify two priority areas for further study. Upon City approval of the two priority locations, traffic volumes and speed data will be collected and these locations will be evaluated using the procedure and scoring system outlined in the City's draft traffic calming guidelines.

The scope includes traffic counts and speed data collection along two priority roadways, as well as attending two meetings. Deliverables include a draft report, GIS layers compatible with the City GIS mapping system, and a final report recommending traffic calming measures for the two study segments.

#### **Task 1: Field data collection and observations**

1. Identify study boundaries (exclude major arterials, industrial zones, etc)
2. Facility type (one way, two way, shoulders, bicycle lane)
3. Control signs (stop, yield, signal)
4. Posted speed signs
5. Existing traffic calming measures (speed hump, roundabouts, choker, colored pavers, etc)

#### **Task 2: Other data**

1. Obtain citizen complaints from the City records.
2. Crash records for the past 5 years (from Sheriff office)
3. Police traffic citations (speed, illegal parking, etc.) from sheriff office
4. Bus routes
5. Evacuation routes and emergency vehicle primary routes
6. Community facilities

#### **Task 3: Create GIS layers compatible with City GIS mapping system and prepare figures**

1. Obtain GIS street map from city
2. Layers for intersection control types, posted speed, school zones, etc.
3. Layer for existing calming measures
4. Layer for citizen complaints (geocoded)
5. Layer for crashes (vehicles, pedestrians and cyclists)
6. Layer for traffic citations

**Task 4: Preliminary citywide engineering analysis**

1. Identify missing signs, signs at incorrect locations or questionable speed limit based on observations.
2. Identify clusters of citizen complaints or complaints supported by crash types that can be corrected by implementing traffic calming measures and/or identify continued complaints
3. Evaluate the effectiveness of implemented traffic calming measures by reviewing citizen complaints and crash records on corresponding streets
4. Summary of observations from the field visits
5. Identify top priority traffic calming areas
6. Draft technical report for city wide traffic calming
7. Final technical report identifying priority segments

**Task 5: Traffic calming study at two priority segments**

1. Volume and speed data collection at priority areas
2. Estimate trip generation and cut-through traffic
3. Apply the scoring system and review process specified in the Draft City guidelines
4. Prepare a draft and final traffic calming study of top priority areas.

**Task 6: Meetings, coordination and QA/QC**

1. One meeting with city officials
2. One meeting with city officials and/or public

City of Lake Worth - Public Services Department  
Citywide Traffic Calming Phase I  
K&S Project No: 18160 .01

Staff Position	Rate/Hr	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	All Tasks	Subtotal
Engineer Intern	\$80	50	14	72	24	8	6	174	\$13,920
Project Manager	\$150	0	0	0	44	30	0	74	\$11,100
Sr. Project Engineer	\$175	50	0	8	16	4	6	84	\$14,700
Chief Engineer	\$180	0	0	0	0	0	16	16	\$2,880
Counts									\$2,000
<b>Total Hours</b>		<b>100</b>	<b>14</b>	<b>80</b>	<b>84</b>	<b>42</b>	<b>28</b>	<b>348</b>	
<b>Total Budget</b>		<b>\$12,750</b>	<b>\$1,120</b>	<b>\$7,160</b>	<b>\$11,320</b>	<b>\$5,840</b>	<b>\$4,410</b>	<b>\$42,600</b>	<b>\$44,600</b>

City of Lake Worth		
Consultant	Item	Rate
Keith and Schnars, P.A.	Principal	\$ 250.00
Keith and Schnars, P.A.	CEI Senior Project Engineer	\$ 180.00
Keith and Schnars, P.A.	Chief Engineer	\$ 180.00
Keith and Schnars, P.A.	Claims Analyst	\$ 180.00
Keith and Schnars, P.A.	Senior Landscape Architect	\$ 175.00
Keith and Schnars, P.A.	Senior Project Engineer	\$ 175.00
Keith and Schnars, P.A.	Senior Engineer	\$ 160.00
Keith and Schnars, P.A.	Project Manager	\$ 150.00
Keith and Schnars, P.A.	Senior Environmental Scientist	\$ 150.00
Keith and Schnars, P.A.	Chief Scientist	\$ 140.00
Keith and Schnars, P.A.	Senior Planner	\$ 140.00
Keith and Schnars, P.A.	Chief Utility Coordinator	\$ 130.00
Keith and Schnars, P.A.	Project Engineer	\$ 130.00
Keith and Schnars, P.A.	Landscape Architect	\$ 125.00
Keith and Schnars, P.A.	Senior Surveyor & Mapper	\$ 124.00
Keith and Schnars, P.A.	CEI Project Administrator/CEI Project Engineer	\$ 120.00
Keith and Schnars, P.A.	Engineer	\$ 120.00
Keith and Schnars, P.A.	Landscape Designer	\$ 115.00
Keith and Schnars, P.A.	Senior Utility Coordinator	\$ 114.00
Keith and Schnars, P.A.	Senior Scientist	\$ 110.00
Keith and Schnars, P.A.	CEI Contract Support Specialist	\$ 104.00
Keith and Schnars, P.A.	Designer	\$ 100.00
Keith and Schnars, P.A.	Public Information Officer	\$ 98.00
Keith and Schnars, P.A.	Surveyor & Mapper	\$ 97.00
Keith and Schnars, P.A.	Field Crew Supervisor	\$ 96.00
Keith and Schnars, P.A.	Planner	\$ 95.00
Keith and Schnars, P.A.	CEI Senior Inspector/Senior Engineer Intern	\$ 92.00
Keith and Schnars, P.A.	CEI ITS Inspector	\$ 90.00
Keith and Schnars, P.A.	Environmental Specialist	\$ 90.00
Keith and Schnars, P.A.	CADD/Computer Technician	\$ 88.00
Keith and Schnars, P.A.	Surveying Intern	\$ 85.00
Keith and Schnars, P.A.	Engineering Intern	\$ 80.00
Keith and Schnars, P.A.	Land Planner	\$ 80.00
Keith and Schnars, P.A.	Senior Engineering Technician	\$ 80.00
Keith and Schnars, P.A.	CEI Asphalt Plant Inspector	\$ 77.00
Keith and Schnars, P.A.	Utility Coordinator	\$ 77.00
Keith and Schnars, P.A.	GIS Specialist	\$ 75.00
Keith and Schnars, P.A.	Scientist	\$ 75.00
Keith and Schnars, P.A.	Survey Technician	\$ 75.00
Keith and Schnars, P.A.	Party Chief	\$ 74.00
Keith and Schnars, P.A.	CEI Inspector/Engineer Intern	\$ 68.00
Keith and Schnars, P.A.	Landscape Architect Intern	\$ 60.00
Keith and Schnars, P.A.	Secretary/Clerical	\$ 60.00
Keith and Schnars, P.A.	CEI Res Compliance Specialist	\$ 51.00
Keith and Schnars, P.A.	Instrument Man	\$ 45.00
Keith and Schnars, P.A.	Rod Man/Chain Man	\$ 37.60



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities, Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Second Amendment to the City agreement with D. S. Eakins Construction Corp.

**SUMMARY:**

The Amendment extends the term of the City's agreement with D.S. Eakins Const. Corp. for crews with equipment for specialized underground utility repairs until August 31, 2016.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Water Utilities and Public Services Departments have in-house capability to perform normal water, sewer and stormwater repairs. However, the Departments are in need of crews with specialized equipment to perform underground utility repairs that are exceptionally large or deep or with limited access.

In 2013, the City entered an agreement with D.S. Eakins Const. Corp., based on a piggy-back of a competitively awarded Palm Beach County contract (County solicitation #11-073/GC), and established a unit price contract for the rental of crews with equipment to be used by Water Utilities and Public Services on an "as needed" basis for planned and emergency repairs of underground water, sewer and stormwater utilities requiring specialized equipment.

The Palm Beach County contract has been extended through August 31, 2016 and D. S. Eakins Const. Corp. has agreed to continue to extend the terms and conditions of the Palm Beach County Contract to the City. Individual purchase orders will be issued for all services performed.

**MOTION:**

I move to approve/not approve the Second Amendment to the City agreement with D. S. Eakins Const. Corp. for crews with equipment.

Attachments

- 1) Fiscal Analysis – not applicable
- 2) 2013 Agreement
- 3) 2015 Renewal Letter
- 4) Palm Beach County Bid
- 5) Second Amendment to the Agreement
- 6) First Amendment to the Agreement

**AGREEMENT FOR CREWS WITH EQUIPMENT (RENTAL OF)**  
**(Palm Beach County Piggy-Back)**

THIS AGREEMENT ("Agreement" hereafter) is made as of the 6 day of November, 2013, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and D.S. EAKINS CONST. CORP., P.O. Box 530185, Lake Park, FL, a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

**RECITALS**

WHEREAS, the CITY's utilities and public services departments are in need of crews with equipment to assist the City with emergency repairs; and,

WHEREAS, on or about September 1, 2011, Palm Beach County awarded solicitation #11-073/GC to the CONTRACTOR for crews with equipment for county-wide repairs based on unit prices submitted by the CONTRACTOR ("Palm Beach County Contract" hereafter); and,

WHEREAS, the term of the Palm Beach County Contract has been extended to August 31, 2014; and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the Palm Beach County Contract to the CITY for its emergency repair needs; and,

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Palm Beach County Contract. The Palm Beach County Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the Palm Beach County Contract and shall expire on August 31, 2014 (unless further extended by Palm Beach County). The following requirements of the Palm Beach County Contract are waived:
  - a. Permits (if applicable) will be as required by the CITY but permit fees will be waived or a direct pass through cost paid by the CITY; and,
  - b. The SBE goals, forms and payment requirements are waived.

3. Purchase Orders. The CITY's ordering mechanism for all services provided and performed under this Agreement shall be a CITY issued Purchase Order; however, the contractual terms and conditions stated in the CITY issued Purchase Order shall not apply. CONTRACTOR shall not perform any services under this Agreement without a CITY issued Purchase Order specifically for this purpose and including the statement of work. CONTRACTOR shall not perform work which is outside the scope of work provided in the Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid for CONTRACTOR's services. For each issued Purchase Order, the CONTRACTOR shall provide the CITY with a certificate of compliance with the Trench Safety Act (if applicable). The term of each Purchase Order shall be stated therein. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Palm Beach County Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. CITY issued Purchase Orders;
- b. This Agreement; and,
- c. The Palm Beach County Contract.

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

6. Warranty/Guaranty. Unless a longer period is stated in the Palm Beach County Contract, CONTRACTOR warrants that its services provided under this Agreement will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

7. Miscellaneous Provisions.

A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each

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

- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. **PUBLIC RECORDS:** Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Crews with Equipment (Rental of) as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: [Signature] 11/5/13  
Pam Triolo, Mayor

ATTEST:

[Signature]  
Pamela J. Lopez, City Clerk



Approved as to form and legal sufficiency:

[Signature] For  
Glen J. Torcivia, City Attorney

CONTRACTOR:

D.S. EAKINS CONST. CORP.

By: [Signature]

Print Name: Douglas S. Eakins

Title: President

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2013 by Douglas S. Eakins, as President (title), of D.S. EAKINS CONST. CORP., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

[Signature]

NOTARY PUBLIC





October 28, 2015

City of Lake Worth

Attention: Monica Shaner, P.E.

301 College Street

Lake Worth, FL 33461

**Re: Board of County Commissioners – Bid #11-073/C – Crews with Equipment,  
Rental of, Term Contract**

D. S. Eakins Construction Corporation hereby extends all line items awarded to us under the aforementioned contract to the City of Lake Worth. We are extending this price agreement through August 31, 2016. Please Reference Job Number 15-7000.

Sincerely,

D. Steven Eakins Jr.

Vice President

D.S. Eakins Construction Corporation

CC: file

**Post Office Box 530185 Lake Park, Florida 33403  
Phone: (561) 842-0001 Fax: (561) 842-0009**

Board of County Commissioners

Karen T. Marcus, Chair  
Shelley Vana, Vice Chair  
Paulette Burdick  
Steven L. Abrams  
Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor



County Administrator

Robert Weisman

Purchasing Department  
[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF,  
TERM CONTRACT**

**BID OPENING DATE: JUNE 16, 2011 AT 2:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

It is requested that all bids be submitted in triplicate, one original and two copies.

**BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**CAUTION**

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.pbcgov.com/purchasing>. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,  
this document may be requested in an alternate format.**

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199  
(561) 616-6800 FAX: (561) 616-6811

**BOARD OF COUNTY COMMISSIONERS**  
**Palm Beach County**  
**INVITATION FOR BID**

BID NO.: 11-073/GC BID TITLE: Crews with Equipment, Rental of, Term Contract

PURCHASING DEPARTMENT CONTACT: Greg Carrico, Buyer TELEPHONE NO.: 561-616-6823

FAX NO.: 561-242-6723 EMAIL ADDRESS: gcarrico@pbcgov.com

All bid responses must be received on or before June 16, 2011, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**  
**GENERAL CONDITIONS**

**1. GENERAL INFORMATION**

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

**2. LEGAL REQUIREMENTS**

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.
- k. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
- l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the

contractual obligations shall be interpreted according to the laws of Florida.

- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

### 3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **SBE BID DOCUMENT LANGUAGE**

#### Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

#### Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

**Item 3 - Ranking of Responsive Bidders**

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or
- b. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- c. In evaluating bids in excess of one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000);
- d. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

**Item 4 - Bid Submission Documentation**

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

**Schedule 1 - List of Proposed SBE and M/WBE Participation**

This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

**(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)**

**Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor**

A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

**Item 5 - SBE Certification**

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

**Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)**

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to

issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified.

**Item 7 - Responsibilities After Contract Award****Schedule 3 - SBE-M/WBE Activity Form**

This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**Schedule 4 - SBE-M/WBE Payment Certification**

A schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

**Item 8 - SBE Substitutions**

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades
- a. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades Business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a local, non-local, or regional business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
- b. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local or regional business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
- c. To receive either a Glades Local Preference or a Local Preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. Please note that in order to receive a local preference, the bidders name and Palm Beach County address listed on the business tax receipt must be the same bidders name and Palm Beach County address that is included in the bid submitted by the bidder to the County and that the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract."
- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
  - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
  - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
- (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."
- i. **ACCEPTANCE/REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.
- Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.
- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be

given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County.

n. **GUA PURCHASES UNOER \$100,000:** Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under \$100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

#### 4. BID OPENING/AWARD OF BID

a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbccgov.com/purchasing](http://www.pbccgov.com/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site.) The official posting in the Purchasing Department shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the

successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. **PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL  
AUDIT REQUIREMENTS:**

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

**THIS IS THE END OF "GENERAL CONDITIONS."**

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## SPECIAL CONDITIONS

### 7. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### 8. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past two (2) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. Provide a list of equipment and facilities available to do the work.

### 9. AWARD (LOT-BY-LOT)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on the total factored rate based on a lot-by-lot basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

### 10. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted only after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of this contract if it declines more than 10 % of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work.

### 11. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

**12. F.O.B. POINT**

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

**13. RESPONSE TIME/COMPLETION TIME**

Success Bidders' crews with equipment shall be required to respond on site within seventy-two (72) hours after receipt of term contract delivery order (DO) and prosecute the work uninterrupted, in such a manner, with the specified labor and equipment so as to ensure that projects as defined are completed within the timeframe agreed upon, unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Department or the designated County representative. On-site/start times shall be strictly adhered to without deviation.

In the event the successful bidder cannot complete the project within the time frame, it shall immediately make this fact known to the designated County representative.

The successful bidder shall, within seven (7) calendar days from the beginning of such delay, provide written notification of the causes of the delay to the designated County representative and to the Purchasing Department.

If the successful bidder shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God, the period specified for the completion of delivery shall be extended by such time as may be approved in writing by the Purchasing Department.

**14. ESTIMATED EXPENDITURES**

The anticipated term of the contract to be awarded as a result of this bid is for twenty-four (24) months. The anticipated value during the contract term is \$883,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

**15. RENEWAL OPTION WITH ESCALATOR**

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. Prices shall remain firm for the initial twenty-four (24) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the three (3) twelve (12) month option periods, the County may consider a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)). The website is <http://www.bls.gov/cpi/home.htm>. At the County's sole discretion, this annual adjustment shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than 120 days nor less than 30 days prior to the first day of the renewal term.

**NOTE: For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices.**

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Board of County Commissioners.

**16. WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

**17. INSURANCE REQUIRED (LOT I COUNTYWIDE)**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Insurance/Buyer Assistant, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

**Commercial General Liability**, or similar form, shall have minimum limits of **\$500,000** Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

**Business Auto Policy**, or similar form, shall have minimum limits of **\$500,000** Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.)

**Workers' Compensation and Employer's Liability** coverage is required for all personnel who work on this project. This shall include the personnel of the contractor and any subcontractors, regardless of the size of the company. Exemptions for small companies shall not be accepted. Coverage must include Employer's Liability with minimum limits of **\$100,000** Each Accident, **\$500,000** Disease-Policy Limit, **\$100,000** Disease-Each Employee.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request).

Except as to Business Auto, Workers' Compensation and Employer's Liability, said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall unequivocally provide ten (10) days written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respects to County.

**18. INSURANCE REQUIRED (LOT II AIRPORTS ONLY)**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Insurance/Buyer Assistant, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

**Commercial General Liability**, or similar form, shall have minimum limits of **\$5,000,000** Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

**Business Auto Policy**, or similar form, shall have minimum limits of **\$5,000,000** Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.)

**Workers' Compensation and Employer's Liability** coverage is required for all personnel who work on this project. This shall include the personnel of the contractor and any subcontractors, regardless of the size of the company. Exemptions for small companies shall not be accepted. Coverage must include Employer's Liability with minimum limits of **\$100,000** Each Accident, **\$500,000** Disease-Policy Limit, **\$100,000** Disease-Each Employee.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request).

Except as to Business Auto, Workers' Compensation and Employer's Liability, said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall unequivocally provide ten (10) days written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respects to County.

**SPECIFICATIONS  
BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF,  
TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to establish a firm, fixed price term contract for the rental of crews with equipment to be used by various departments throughout Palm Beach County, as specified herein. Crews and equipment shall be available on an "as needed" basis with no guarantee by the County of the amount of usage.

**GENERAL**

**SUCCESSFUL BIDDER'S RESPONSIBILITY:**

The successful bidder shall, at a minimum, own or have access to the following list of equipment, if required. The hourly rate offered shall include any/all of the items listed below. Failure to provide the specified equipment shall be sufficient cause for default and contract termination.

- Pneumatic plugs, 6" – 72"
- Steel sheeting and shoring
- 3" Diaphragm pump with 50' discharge hose
- Hydraulic pumps capable of loading tankers
- Laser beam
- Boom truck with 12,000 lb. capacity
- Underwater (hydraulic) saw for cutting pipe
- Air compressor and jack hammers
- Backhoe with minimum lifting capacity of 12,000 lbs. for setting manholes, catch basins, etc.
- Front end loader
- 1 ½ ton asphalt roller
- Vibratory compaction equipment

The Successful Bidder's equipment will not be substituted without prior written approval from the designated Palm Beach County Project Supervisor. Equipment operators must be fully licensed, as applicable, and competent in the use of the assigned equipment. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the Successful Bidder.

The Successful Bidder will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the Successful Bidder and kept in good working condition, including all grease, oil, parts and fuel as necessary.

Successful Bidder's equipment deemed defective by the designated Palm Beach County Project Supervisor shall be promptly removed from the site. Personnel employed either directly or indirectly by the Successful Bidder, who are deemed to be incompetent, inept or unfit to perform the work in the opinion of the designated Palm Beach County Project Supervisor, shall be promptly removed from the project under this Contract, and such personnel shall not again be employed to work on the project. Failure of the Successful Bidder to remove defective equipment or incompetent personnel may result in the termination of this Contract.

**COUNTY'S RESPONSIBILITY:**

The County shall furnish materials for the projects. In the event the Successful Bidder requires additional material(s) supplied by the County to complete a project within the specified agreed upon timeframe, the Successful Bidder shall notify the Palm Beach County Project Supervisor for that project and, upon approval, the successful bidder shall purchase the material required and the County will reimburse for those materials at cost to the successful bidder. Successful bidder will be required to provide original receipts of the material purchased to the County Project Supervisor for payment.

The contract shall be administered on the County's behalf by a designated Palm Beach County Project Supervisor for each County Department, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The Palm Beach County Project Supervisor shall serve as liaison between the Palm Beach County Purchasing Department and the Successful Bidder.

The designated Palm Beach County Project Supervisor or his duly appointed representative shall have the authority to suspend the work for the following reasons: (a) default of the Successful Bidder; (b) unfavorable weather conditions; (c) mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this contract and the work being done by County forces adjunctive thereto; (d) or any other condition which, in the judgment of the County representative, makes it impractical to secure first-class results.

#### **TECHNICAL REQUIREMENTS**

- CREW – CONCRETE, PVC, HDPE OR METAL PIPE LAYING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing and back filling equipment necessary for laying pipe up to 36" diameter. The County shall furnish materials.
- CREW – CONCRETE OR METAL PIPE LAYING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing and back filling equipment necessary for laying pipe 36" up to 84" diameter. The County shall furnish materials.
- CREW – INFILTRATION DRAINAGE shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavation of swales 36" wide, 24" deep, 8" cores to existing drainage inlets. Successful Bidder shall also be responsible for all utility locates and hauling away excess materials. County shall furnish all materials (i.e., rock, filter, cloth, jack & bores, 6' PVC sch. 40 pipe, sand).
- REPAIR CREW – FOR STORM DRAINS & PIPING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, for layout, excavation, repairs and back filling. Successful Bidder shall also be responsible for all utility locates.
- REPAIR CREW – FOR WATER RETENTION, WALLS & BANKS shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavation, installation, and back filling. Successful Bidder shall also be responsible for all utility locates.
- Dump Truck, 15 – 20 cu. yd. capacity (for concrete and asphalt disposal).
- Well Point Equipment up to 150 points complete including pump and jetting equipment (run time only).
- Tandem Dump Truck with sideboards, 12 cu. yd. capacity.
- Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity.

**NOTE:** The above Trucks and Well Point Equipment shall only be used in the prosecution of work under this contract as requested by the Palm Beach County Project Supervisor.

#### **FLOWABLE FILL (LOT I, ITEM 8)**

Successful Bidder, upon request, shall furnish and place "Flowable Fill" as an alternative to compacted soil as approved in the "Florida Department of Transportation Standard Specifications for "Road & Bridge Construction" year 2004, Section 121-1 through 121-7. Compensation shall be paid at the price per Cubic Yard as stated on the Bid Response page. The cubic yard price includes product, delivery and off-loading as directed by Palm Beach County Project Supervisor.

#### **PAYMENT**

The Palm Beach County Project Supervisor or designee shall review and approve Successful Bidder's "Daily Billing Ticket" to verify actual number of hours worked by the piece of equipment and/or crew, as applicable.

Contract is based on an hourly rate, as requested. Crews and/or equipment shall be available on an "as needed basis" with no guarantee by the County of the amount of use. However, any crews and/or equipment (based on an hourly rate) called out for a period of less than four (4) hours shall be compensated for at a minimum of four (4) hours. "Down Time" is not to be computed as rental time and will not be compensated for.

Payment for equipment and crews shall be made for actual time worked on site only. The County will not be charged for mobilization, demobilization, travel between job sites, etc.

Payment (hourly rates) shall be full compensation for all labor, equipment, tools, fuel, oil, greases, insurance, taxes, fees, plant, transportation, suspensions, delays, and incidentals necessary to complete the service described in and as set forth in this contract.

Projects started prior to the termination of this contract will be allowed an additional thirty (30) days for completion.

**BASE RATE**

Compensation shall be paid at the "base" hourly rate (crews with equipment) for actual time worked, 24 hours a day, 365 days per year. Equipment which remains on site, without operator, for the convenience of the Successful Bidder will not be compensated. The County will not be charged for mobilization, demobilization, transportation, fuel, or any other incidental expense related to the performance of this contract. All costs to be charged to the County for the performance of this contract must be included in the "base" hourly rate offered by the Successful Bidder.

**BID RESPONSE  
 BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

**LOT I – COUNTYWIDE:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BASE PRICE PER HOUR</u>		<u>WEIGHT FACTOR</u>	=	<u>FACTORED RATE</u>
1.	CREW – CONCRETE, PVC, HDPE OR METAL PIPE LAYING up to 36" diameter, as specified herein.	\$ 285.00	X	.30	=	\$ 85.50
2.	CREW – CONCRETE OR METAL PIPE LAYING 36" up to 84" diameter, as specified herein.	\$ 335.00	X	.25	=	\$ 83.75
3.	CREW – INFILTRATION DRAINAGE, as specified herein.	\$ 150.00	X	.25	=	\$ 37.50
4.	Dump Truck, 15 – 20 cu. yd. capacity, as specified herein.	\$ 70.00	X	.02	=	\$ 1.40
5.	Well Point Equipment, as specified herein.	\$ 40.00	X	.06	=	\$ 2.40
6.	Tandem Dump Truck with sideboards, 12 cu. yd. capacity, as specified herein.	\$ 70.00	X	.01	=	\$ .70
7.	Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity, as specified herein.	\$ 70.00	X	.01	=	\$ .70
		<b>PRICE PER CU. YD.</b>				
8.	Flowable Fill, as specified herein.	\$ 110.00	X	.10	=	\$ 11.00
						<b>LOT I, TOTAL FACTORED RATE: \$ 222.95</b>

**LOT II – AIRPORTS:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BASE PRICE PER HOUR</u>		<u>WEIGHT FACTOR</u>	=	<u>FACTORED RATE</u>
1.	CREW – CONCRETE OR METAL PIPE LAYING up to 36" diameter, as specified herein.	\$ 350.00	X	.20	=	\$ 70.00
2.	CREW – CONCRETE OR METAL PIPE LAYING 36" up to 84" diameter, as specified herein.	\$ 450.00	X	.20	=	\$ 90.00
3.	REPAIR CREW – FOR STORM DRAINS & PIPING, as specified herein.	\$ 350.00	X	.25	=	\$ 87.50
4.	REPAIR CREW – FOR WATER RETENTION, WALLS & BANKS, as specified herein.	\$ 300.00	X	.25	=	\$ 75.00

Continued....

FIRM NAME: D. S. Eakins Construction Corporation

**BID RESPONSE  
 BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

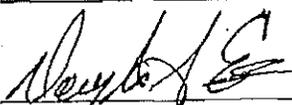
**LOT II – AIRPORTS: Continued....**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BASE PRICE PER HOUR</u>	<u>WEIGHT FACTOR</u>	<u>FACTORED RATE</u>
5.	Dump Truck, 15 – 20 cu. yd. capacity, as specified herein.	\$ <u>100.00</u>	X .02 =	\$ <u>2.00</u>
6.	Well Point Equipment, as specified herein.	\$ <u>65.00</u>	X .06 =	\$ <u>3.90</u>
7.	Tandem Dump Truck with sideboards, 12 cu. yd. capacity, as specified herein.	\$ <u>100.00</u>	X .01 =	\$ <u>1.00</u>
8.	Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity, as specified herein.	\$ <u>100.00</u>	X .01 =	\$ <u>1.00</u>

**LOT II, TOTAL FACTORED RATE: \$ 330.40**

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Qualification of Bidders Information included, per Term and Condition #8? YES DSE <INITIAL

<p><b>* PLEASE AFFIX SIGNATURE WHERE INDICATED          (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)</b></p> <p>By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.</p>		
<p>FIRM NAME: (Enter the entire legal name of the bidding entity)</p> <p>D. S. Eakins Construction Corporation</p>		<p>DATE:</p> <p>6/16/2011</p>
<p>* SIGNATURE: </p>	<p>PRINT NAME: Douglas S. Eakins</p> <p>PRINT TITLE: President</p>	
<p>ADDRESS: <u>P.O. Box 530185</u></p>		
<p>CITY/STATE: <u>Lake Park, Florida</u></p>		<p>ZIP CODE: <u>33403</u></p>
<p>TELEPHONE # (561 ) 842-0001</p> <p>TOLL FREE # ( )</p>		<p>E-MAIL: <u>Doug@dseakins.com</u></p> <p>FAX #: ( 561 ) 842-0009</p>
<p>APPLICABLE LICENSE(S) NUMBER # <u>CGC036066</u>  <u>CUC1224753</u></p>	<p>TYPE: <u>Certified General Contractor</u>  <u>Certified Underground Contractor</u></p>	
<p>FEDERAL ID # <u>59-1691997</u></p>		

**QUALIFICATIONS OF BIDDERS  
REFERENCES FOR SOLICITATION #11-073/GC**

List references in accordance with qualifications of bidder, when applicable.

CUSTOMER NAME: Town of Palm Beach  
(PLEASE PRINT OR TYPE)

ADDRESS: 951 Old Okeechobee Road West Palm Beach, FL 33402  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (561) 838-5440 FAX NUMBER: (561) 835-4691 E-MAIL: jbowser@townofpalmbeach.com

CONTACT NAME: James Bowser  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Utility Repair and Maintenance  
(PLEASE PRINT OR TYPE)

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START DATE: 1985 END DATE: Present

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CUSTOMER NAME: Palm Beach County Board of County Commisioners  
(PLEASE PRINT OR TYPE)

ADDRESS: 2555 Vista Parkway West Palm Beach, FL 33411  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (561) 233-3955 FAX NUMBER: (561) 233-3986 E-MAIL: mbowman@pbcgov.com

CONTACT NAME: Mike Bowman  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Utility Repair and Maintenance  
(PLEASE PRINT OR TYPE)

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START DATE: 1985 END DATE: Present

---

CUSTOMER NAME: City of West Palm Beach  
(PLEASE PRINT OR TYPE)

ADDRESS: 401 Clematis Street West Palm Beach, FL 33401  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (561) 494-1099 FAX NUMBER: ( ) E-MAIL: csandt@wpb.org

CONTACT NAME: Craig Sandt  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Utility Repair and Maintenance  
(PLEASE PRINT OR TYPE)

---

START DATE: 1985 END DATE: Present

**STATEMENT OF NO BID  
BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

WE, the undersigned have declined to bid due to the following reason(s):

- Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
- Insufficient time to respond to the Invitation for Bid
- We do not offer this product or an equivalent
- Our product schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear (explain below)
- Other (specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION OF BUSINESS LOCATION  
BID #11-073/GC**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/proposers having a permanent place of business in Palm Beach County ("County"); (2) bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation that meets or exceeds the mandatory bid/proposal amount. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder/proposer to provide the goods/services to be purchased, and will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference. Please note that the bidder/proposer name and Palm Beach County address listed on the Business Tax Receipt must be the same bidder/proposer name and Palm Beach County address that is included in the bid/proposal submitted by the bidder/proposer to the County.

In instances where the bidder/proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/proposers for additional information related to this requirement after the bid/proposal due date.

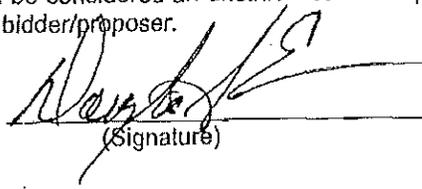
- I. Bidder/Proposer is a:
- X   Local Business: A local business has a permanent place of business in Palm Beach County.
- (Please indicate):
- X   Headquarters located in Palm Beach County
- X   Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.
- Glades Business: A Glades business has a permanent place of business in the Glades.
- (Please indicate):
- Headquarters located in the Glades
- Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's/proposer's County Business Tax Receipt verifies bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by Douglas S. Eakins, as  
 (Name of Individual)

President, of D. S. Eakins Construction Corporation.  
 (Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

  
 (Signature)

6/16/2011  
 (Date)

**DRUG-FREE WORKPLACE CERTIFICATION  
BID #11-073/GC**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

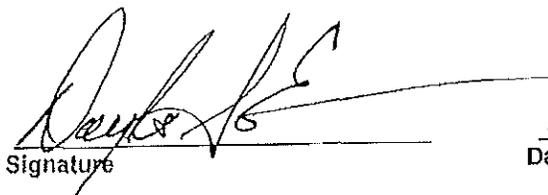
Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Douglas S. Eakins the  
(Individual's Name)

President of D. S. Eakins Construction Corporation  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

  
Signature

6/16/2011  
Date

**SCHEDULE 1**

**LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Crews with Equipment, Rental of, Term Contract PROJECT NO. OR BID NO.: BID #11-073/GC  
 NAME OF PRIME BIDDER: D.S. Bakins Construction Corporation ADDRESS: P.O. Box 530185, Lake Park, Florida 33403  
 CONTACT PERSON: Douglas S. Bakins PHONE NO.: (561) 842-0001 FAX NO.: (561) 842-0009  
 BID OPENING DATE: June 16, 2011 DEPARTMENT: Not Applicable

Please list the dollar amount or percentage of work to be completed by the prime on this project.  
 Please also list the dollar amount or percentage of work to be completed by all subcontractors on the project.

Name, Address and Phone Number	(Check one or both Categories)					DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Minority Business	Small Business	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Tru Trucking, Inc. P.O. Box 1058 1. Loxahatchee, FL 33470	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		15%			
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

Total Bid Prices \_\_\_\_\_ Total SBE - M/WBE Participation 15% of Work Performed Under Contract \_\_\_\_\_

- Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
  2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
  3. M/WBE information is being collected for tracking purposes only.

### SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: BID #11-073/GC PROJECT NAME: Crews with Equipment, Rental of, Term Contract

TO: D. S. Bakins Construction Corporation  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise X

Black      Hispanic X Women      Caucasian      Other (Please Specify)     

Date of Palm Beach County Certification: October 27, 2010 to October 26, 2013

The undersigned is prepared to perform the following described work in connection with the above project.  
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage

Trucking and Equipment Rental (Hauling Services) at 15% of Work Performed Under Contract

at the following price or percentage \$45.00  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.

Price or Percentage -0-

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Tru Trucking, Inc.  
(Print name of SBE-M/WBE Subcontractor)  
By: Caridad Trujillo  
(Signature)  
Caridad Trujillo  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 6/15/2011

**SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: BID #11-073/GC PROJECT NAME: Crews with Equipment, Rental of, Term Contract

TO: D. S. Eakins Construction Corporation  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise X  
Black \_\_\_\_\_ Hispanic X Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: October 27, 2010 to October 26, 2013

The undersigned is prepared to perform the following described work in connection with the above project.  
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Trucking and Equipment Rental (Hauling Services) at 15% of Work Performed Under Contract

at the following price or percentage \$45.00  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.

Price or Percentage -0-

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Tru Trucking, Inc.  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 6/15/2011

**SCHEDULE 3  
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT# or Bid #: BID #11-073/GC

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME D. S. Eakins Construction Corporation

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity to each SBE-M/WBE Subcontractor on the project. It is to be submitted by the Prime with each monthly payment request to Palm Beach County. In the SBE-M/WBE subcontracting information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. Next, include the dollar amount drawn for that month along with the total amount paid to date for each SBE-M/WBE Subcontractor to date. Finally, include the date which the SBE-M/WBE Subcontractor began work on this project. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION				SBE-M/WBE Category (check all applicable)							
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Subcontract Amount	Amount drawn for SBE-M/WBE Subcontractor	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge \_\_\_\_\_ (Signature and Title)

Return to: Palm Beach County  
Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

**SCHEDULE 4  
SBE-M/WBE PAYMENT CERTIFICATION**

Schedule 4 is to be completed by the SBE-M/WBE subcontractor. The Prime is to submit Schedule 4 with its Monthly Pay Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime is not to request signature from SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign unless it has received a payment from the Prime contractor. A separate payment certification is required for each SBE-M/WBE Subcontractor.

This is to certify that \_\_\_\_\_ received  
SBE or M/WBE Subcontractor  
(Monthly) or (Final) payment of \$ \_\_\_\_\_ on \_\_\_\_\_  
From D. S. Eakins Construction Corporation for labor and/or materials used on PROJECT NO. \_\_\_\_\_  
(Prime Contractor)

PROJECT NAME \_\_\_\_\_

SBE OR M/WBE SUBCONTRACTOR: \_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Signature of Subcontractor)

\_\_\_\_\_  
(Print Name & Title of Person executing on behalf  
Of Contractor)

**NOTARY**  
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_ Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name & Title of Person Executing on behalf  
Of Contractor Subcontractor)

**NOTARY**  
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_ Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

## 8.B. QUALIFICATION OF BIDDERS

### List of Equipment

All of the following equipment is in good to excellent condition.

- 1-Cat 416-B 4x4 Backhoe
- 1-Komatsu 200 Backhoe
- 2-Cat 225 Backhoes
- 1-Cat 231 Backhoe
- 2-Cat 416-C 4x4 Loader/Hoes
- 1-Cat 320 CL Excavator w/bucket
- 2-Cat 330 BL Excavators w/bucket
- 1-Komatsu PC 228 -3 Excavator zero tail swing
- 2-Komatsu PC 138U Excavator zero tail swing
- 1-Komatsu PC 78MR-6 Excavator zero tail swing
- 2-Komatsu WA 500-6 Wheel Loaders
- 2-Cat 910 Loaders
- 1-Cat 966F Loader
- 4-Cat 966F11 Loaders
- 2- Bobcat 753's
- 1-Komatsu WA250-3L Wheel Loader
- 1-Komatsu WA 320-SLKM Loader
- 1-Komatsu WA 480-SL Wheel Loader
- 1-Komatsu WA 450-6 Wheel Loader
- 2-Thompson 8" Wellpoint Pumps
- 2-Thompson 12" Rotary Wellpoint Pumps
- 2-Thompson 6" Jet Pumps
- 2-Holland 6" Hydraulic Trash Pumps
- Bomag Roller
- Miller Big Blue Welder
- 2-Wacker Reverse Plate Compactor 5055
- 2-Wacker Reverse Plate Compactors 6055
- Wacker Generaator Moldel G-70
- Cat mdl#CB214E roller
- Custon 22' Wellpoing Drillrig
- 1-Bobcat T-300

## Vehicles and Trucks

6 Mack Tri-Axles Dump 70000 GVW 97-07  
3 Mack Tractors 80000 GVW 01-07  
2 Boom Trucks  
3 4000 Gallon Water Trucks  
4 F350 Ford Crew Trucks  
1 Chevy 4500 Crew Truck  
6 Pick up Trucks  
1 50 Ton Lowboy  
4 32' Trail King Dump Trailers  
1-9000 Gallon Sewage Trailer  
3 45' Flat Bed Trailers  
1 35 Ton Lowboy

## Miscellaneous Equipment

Air bags – pipe plugs 4" through 72"  
Sewer by pass plugs 6" through 36"  
Steel sheeting shoring  
Trench boxes shoring  
I Beams for miscellaneous supporting of utilities  
5 well point systems  
4 Electric dewatering pumps  
3" Diaphragm pump with 50' discharge hose  
Laser beams, transits and levels  
Portable welders  
Concrete drills and Jack hammers  
Air Compressor  
Confined space – Four gas and oxygen level monitors  
Underwater (hydraulic) saw for cutting pipe



# Anne M. Gannon, Tax Collector

P.O. Box 3715  
West Palm Beach, FL 33402-3715  
www.taxcollectorpbc.com Tel:(561)355-2272

D S EAKINS CONSTRUCTION CORP  
FRICK CINDI M  
PO BOX 530185  
WEST PALM BEACH FL 33403-8902

Account Number: **2001-14946**

Dear Business Owner:

This is your new local business tax receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This receipt is in addition to and not in lieu of any license required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority (County Ordinance Number 72-7).

Receipts may be transferred to a new **owner** when evidence of a sale is provided; the original receipt is surrendered and a transfer fee is paid.

Receipts may be transferred to a new **location** when proof of zoning approval is provided; the original receipt is surrendered and a transfer fee is paid.

Business name changes require a new receipt.

This receipt **expires on September 30, 2011**. Renewal notices are mailed at the end of June. If you do not receive the notice by the end of July, please let us know.

I hope you have a successful year.

Tax Collector

\*\*\*\* DETACH AND DISPLAY BOTTOM PORTION, AND KEEP UPPER PORTION FOR YOUR RECORDS \*\*\*\*

2001-14946

STATE OF FLORIDA  
PALM BEACH COUNTY

CW-001  
CLASSIFICATION

## LOCAL BUSINESS TAX RECEIPT

**EXPIRES: SEPTEMBER 30, 2011**

D S EAKINS CONSTRUCTION CORP  
FRICK CINDI M

\*\* LOCATED AT

C/WIDE \$369.60

1481 KINETIC RD  
WEST PALM BEACH FL 33340-3191

TOTAL \$369.60

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

GENERAL CONTRACTOR

CGC036066

**THIS IS NOT A BILL - DO NOT PAY**

PAID. PBC TAX COLLECTOR

\$369.60 BTR 344 01859018 09/30/2010

**ANNE M. GANNON**  
TAX COLLECTOR, PALM BEACH COUNTY

**THIS DOCUMENT IS VALID ONLY WHEN RECEIPTED BY TAX COLLECTOR**

Board of County Commissioners

Karen T. Marcus, Chair  
Shelley Vana, Vice Chair  
Paulette Burdick  
Steven L. Abrams  
Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor



County Administrator

Robert Weisman

Purchasing Department  
[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)

**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF,  
TERM CONTRACT**

**BID OPENING DATE: JUNE 16, 2011 AT 2:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

It is requested that all bids be submitted in triplicate, one original and two copies.

**BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**CAUTION**

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.pbcgov.com/purchasing>. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,  
this document may be requested in an alternate format.**

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199  
(561) 616-6800 FAX: (561) 616-6811

**BOARD OF COUNTY COMMISSIONERS**  
Palm Beach County  
**INVITATION FOR BID**

BID NO: 11-073/GC BID TITLE: Crews with Equipment, Rental of, Term Contract

PURCHASING DEPARTMENT CONTACT: Greg Carrico, Buyer TELEPHONE NO.: 561-616-6823

FAX NO.: 561-242-6723 EMAIL ADDRESS: gcarrico@pbcgov.com

All bid responses must be received on or before June 16, 2011, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**  
**GENERAL CONDITIONS**

**1. GENERAL INFORMATION**

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

**2. LEGAL REQUIREMENTS**

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.
- k. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
- l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the

contractual obligations shall be interpreted according to the laws of Florida.

- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

### 3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **SBE BID DOCUMENT LANGUAGE**

#### Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a *Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.*

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

#### Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

**Item 3 - Ranking of Responsive Bidders**

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or
- b. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- c. In evaluating bids in excess of one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000);
- d. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

**Item 4 - Bid Submission Documentation**

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

**Schedule 1 - List of Proposed SBE and M/WBE Participation**

This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

**(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)**

**Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor**

A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

**Item 5 - SBE Certification**

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

**Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)**

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to

issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified.

**Item 7 - Responsibilities After Contract Award****Schedule 3 - SBE-M/WBE Activity Form**

This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**Schedule 4 - SBE-M/WBE Payment Certification**

A schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

**Item 8 - SBE Substitutions**

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades
- a. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades Business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a local, non-local, or regional business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
- b. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local or regional business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
- c. To receive either a Glades Local Preference or a Local Preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. Please note that in order to receive a local preference, the bidders name and Palm Beach County address listed on the business tax receipt must be the same bidders name and Palm Beach County address that is included in the bid submitted by the bidder to the County and that the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract."
- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
  - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
  - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
- (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."
- i. **ACCEPTANCE/REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.
- Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.
- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be

given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County.

n. **GUA PURCHASES UNDER \$100,000:** Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under \$100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

#### 4. BID OPENING/AWARD OF BID

a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site.) The official posting in the Purchasing Department shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the

successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. **PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL  
AUDIT REQUIREMENTS:

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

THIS IS THE END OF "GENERAL CONDITIONS."

## SPECIAL CONDITIONS

### 7. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### 8. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past two (2) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. Provide a list of equipment and facilities available to do the work.

### 9. AWARD (LOT-BY-LOT)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on the total factored rate based on a lot-by-lot basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

### 10. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted only after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of this contract if it declines more than 10 % of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work.

### 11. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

## **12. F.O.B. POINT**

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

## **13. RESPONSE TIME/COMPLETION TIME**

Success Bidders' crews with equipment shall be required to respond on site within seventy-two (72) hours after receipt of term contract delivery order (DO) and prosecute the work uninterrupted, in such a manner, with the specified labor and equipment so as to ensure that projects as defined are completed within the timeframe agreed upon, unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Department or the designated County representative. On-site/start times shall be strictly adhered to without deviation.

In the event the successful bidder cannot complete the project within the time frame, it shall immediately make this fact known to the designated County representative.

The successful bidder shall, within seven (7) calendar days from the beginning of such delay, provide written notification of the causes of the delay to the designated County representative and to the Purchasing Department.

If the successful bidder shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God, the period specified for the completion of delivery shall be extended by such time as may be approved in writing by the Purchasing Department.

## **14. ESTIMATED EXPENDITURES**

The anticipated term of the contract to be awarded as a result of this bid is for twenty-four (24) months. The anticipated value during the contract term is \$883,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

## **15. RENEWAL OPTION WITH ESCALATOR**

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. Prices shall remain firm for the initial twenty-four (24) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the three (3) twelve (12) month option periods, the County may consider a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)). The website is <http://www.bls.gov/cpi/home.htm>. At the County's sole discretion, this annual adjustment shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than 120 days nor less than 30 days prior to the first day of the renewal term.

**NOTE: For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices.**

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Board of County Commissioners.

## **16. WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

**17. INSURANCE REQUIRED (LOT I COUNTYWIDE)**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Insurance/Buyer Assistant, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

**Commercial General Liability**, or similar form, shall have minimum limits of **\$500,000** Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

**Business Auto Policy**, or similar form, shall have minimum limits of **\$500,000** Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.)

**Workers' Compensation and Employer's Liability** coverage is required for all personnel who work on this project. This shall include the personnel of the contractor and any subcontractors, regardless of the size of the company. Exemptions for small companies shall not be accepted. Coverage must include Employer's Liability with minimum limits of **\$100,000** Each Accident, **\$500,000** Disease-Policy Limit, **\$100,000** Disease-Each Employee.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request).

Except as to Business Auto, Workers' Compensation and Employer's Liability, said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall unequivocally provide ten (10) days written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respects to County.

**18. INSURANCE REQUIRED (LOT II AIRPORTS ONLY)**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Insurance/Buyer Assistant, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

**Commercial General Liability**, or similar form, shall have minimum limits of **\$5,000,000** Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

**Business Auto Policy**, or similar form, shall have minimum limits of **\$5,000,000** Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.)

**Workers' Compensation and Employer's Liability** coverage is required for all personnel who work on this project. This shall include the personnel of the contractor and any subcontractors, regardless of the size of the company. Exemptions for small companies shall not be accepted. Coverage must include Employer's Liability with minimum limits of **\$100,000** Each Accident, **\$500,000** Disease-Policy Limit, **\$100,000** Disease-Each Employee.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request).

Except as to Business Auto, Workers' Compensation and Employer's Liability, said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall unequivocally provide ten (10) days written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by County as to form, types of coverage and *acceptability of the insurers providing coverage*.

All insurance provided hereunder shall be endorsed to show that it is primary as respects to County.

**SPECIFICATIONS  
BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF,  
TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to establish a firm, fixed price term contract for the rental of crews with equipment to be used by various departments throughout Palm Beach County, as specified herein. Crews and equipment shall be available on an "as needed" basis with no guarantee by the County of the amount of usage.

**GENERAL**

**SUCCESSFUL BIDDER'S RESPONSIBILITY:**

The successful bidder shall, at a minimum, own or have access to the following list of equipment, if required. The hourly rate offered shall include any/all of the items listed below. Failure to provide the specified equipment shall be sufficient cause for default and contract termination.

- Pneumatic plugs, 6" – 72"
- Steel sheeting and shoring
- 3" Diaphragm pump with 50' discharge hose
- Hydraulic pumps capable of loading tankers
- Laser beam
- Boom truck with 12,000 lb. capacity
- Underwater (hydraulic) saw for cutting pipe
- Air compressor and jack hammers
- Backhoe with minimum lifting capacity of 12,000 lbs. for setting manholes, catch basins, etc.
- Front end loader
- 1 ½ ton asphalt roller
- Vibratory compaction equipment

The Successful Bidder's equipment will not be substituted without prior written approval from the designated Palm Beach County Project Supervisor. Equipment operators must be fully licensed, as applicable, and competent in the use of the assigned equipment. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the Successful Bidder.

The Successful Bidder will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the Successful Bidder and kept in good working condition, including all grease, oil, parts and fuel as necessary.

Successful Bidder's equipment deemed defective by the designated Palm Beach County Project Supervisor shall be promptly removed from the site. Personnel employed either directly or indirectly by the Successful Bidder, who are deemed to be incompetent, inept or unfit to perform the work in the opinion of the designated Palm Beach County Project Supervisor, shall be promptly removed from the project under this Contract, and such personnel shall not again be employed to work on the project. Failure of the Successful Bidder to remove defective equipment or incompetent personnel may result in the termination of this Contract.

**COUNTY'S RESPONSIBILITY:**

The County shall furnish materials for the projects. In the event the Successful Bidder requires additional material(s) supplied by the County to complete a project within the specified agreed upon timeframe, the Successful Bidder shall notify the Palm Beach County Project Supervisor for that project and, upon approval, the successful bidder shall purchase the material required and the County will reimburse for those materials at cost to the successful bidder. Successful bidder will be required to provide original receipts of the material purchased to the County Project Supervisor for payment.

The contract shall be administered on the County's behalf by a designated Palm Beach County Project Supervisor for each County Department, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The Palm Beach County Project Supervisor shall serve as liaison between the Palm Beach County Purchasing Department and the Successful Bidder.

The designated Palm Beach County Project Supervisor or his duly appointed representative shall have the authority to suspend the work for the following reasons: (a) default of the Successful Bidder; (b) unfavorable weather conditions; (c) mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this contract and the work being done by County forces adjunctive thereto; (d) or any other condition which, in the judgment of the County representative, makes it impractical to secure first-class results.

#### TECHNICAL REQUIREMENTS

- CREW – CONCRETE, PVC, HDPE OR METAL PIPE LAYING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing and back filling equipment necessary for laying pipe up to 36" diameter. The County shall furnish materials.
- CREW – CONCRETE OR METAL PIPE LAYING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing and back filling equipment necessary for laying pipe 36" up to 84" diameter. The County shall furnish materials.
- CREW – INFILTRATION DRAINAGE shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavation of swales 36" wide, 24" deep, 8" cores to existing drainage inlets. Successful Bidder shall also be responsible for all utility locates and hauling away excess materials. County shall furnish all materials (i.e., rock, filter, cloth, jack & bores, 6' PVC sch. 40 pipe, sand).
- REPAIR CREW – FOR STORM DRAINS & PIPING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, for layout, excavation, repairs and back filling. Successful Bidder shall also be responsible for all utility locates.
- REPAIR CREW – FOR WATER RETENTION, WALLS & BANKS shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavation, installation, and back filling. Successful Bidder shall also be responsible for all utility locates.
- Dump Truck, 15 – 20 cu. yd. capacity (for concrete and asphalt disposal).
- Well Point Equipment up to 150 points complete including pump and jetting equipment (run time only).
- Tandem Dump Truck with sideboards, 12 cu. yd. capacity.
- Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity.

**NOTE:** The above Trucks and Well Point Equipment shall only be used in the prosecution of work under this contract as requested by the Palm Beach County Project Supervisor.

#### FLOWABLE FILL (LOT 1, ITEM 8)

Successful Bidder, upon request, shall furnish and place "Flowable Fill" as an alternative to compacted soil as approved in the "Florida Department of Transportation Standard Specifications for "Road & Bridge Construction" year 2004, Section 121-1 through 121-7. Compensation shall be paid at the price per Cubic Yard as stated on the Bid Response page. The cubic yard price includes product, delivery and off-loading as directed by Palm Beach County Project Supervisor.

#### PAYMENT

The Palm Beach County Project Supervisor or designee shall review and approve Successful Bidder's "Daily Billing Ticket" to verify actual number of hours worked by the piece of equipment and/or crew, as applicable.

Contract is based on an hourly rate, as requested. Crews and/or equipment shall be available on an "as needed basis" with no guarantee by the County of the amount of use. However, any crews and/or equipment (based on an hourly rate) called out for a period of less than four (4) hours shall be compensated for at a minimum of four (4) hours. "Down Time" is not to be computed as rental time and will not be compensated for.

Payment for equipment and crews shall be made for actual time worked on site only. The County will not be charged for mobilization, demobilization, travel between job sites, etc.

Payment (hourly rates) shall be full compensation for all labor, equipment, tools, fuel, oil, greases, insurance, taxes, fees, plant, transportation, suspensions, delays, and incidentals necessary to complete the service described in and as set forth in this contract.

Projects started prior to the termination of this contract will be allowed an additional thirty (30) days for completion.

### **BASE RATE**

Compensation shall be paid at the "base" hourly rate (crews with equipment) for actual time worked, 24 hours a day, 365 days per year. Equipment which remains on site, without operator, for the convenience of the Successful Bidder will not be compensated. The County will not be charged for mobilization, demobilization, transportation, fuel, or any other incidental expense related to the performance of this contract. All costs to be charged to the County for the performance of this contract must be included in the "base" hourly rate offered by the Successful Bidder.

**BID RESPONSE  
 BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

**LOT I – COUNTYWIDE:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BASE PRICE PER HOUR</u>		<u>WEIGHT FACTOR</u>	=	<u>FACTORED RATE</u>
1.	CREW – CONCRETE, PVC, HDPE OR METAL PIPE LAYING up to 36" diameter, as specified herein.	\$ 285.00	X	.30	=	\$ 85.50
2.	CREW – CONCRETE OR METAL PIPE LAYING 36" up to 84" diameter, as specified herein.	\$ 335.00	X	.25	=	\$ 83.75
3.	CREW – INFILTRATION DRAINAGE, as specified herein.	\$ 150.00	X	.25	=	\$ 37.50
4.	Dump Truck, 15 – 20 cu. yd. capacity, as specified herein.	\$ 70.00	X	.02	=	\$ 1.40
5.	Well Point Equipment, as specified herein.	\$ 40.00	X	.06	=	\$ 2.40
6.	Tandem Dump Truck with sideboards, 12 cu. yd. capacity, as specified herein.	\$ 70.00	X	.01	=	\$ .70
7.	Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity, as specified herein.	\$ 70.00	X	.01	=	\$ .70
		<u>PRICE PER CU. YD.</u>				
8.	Flowable Fill, as specified herein.	\$ 110.00	X	.10	=	\$ 11.00

**LOT I, TOTAL FACTORED RATE: \$ 222.95**

**LOT II – AIRPORTS:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BASE PRICE PER HOUR</u>		<u>WEIGHT FACTOR</u>	=	<u>FACTORED RATE</u>
1.	CREW – CONCRETE OR METAL PIPE LAYING up to 36" diameter, as specified herein.	\$ 350.00	X	.20	=	\$ 70.00
2.	CREW – CONCRETE OR METAL PIPE LAYING 36" up to 84" diameter, as specified herein.	\$ 450.00	X	.20	=	\$ 90.00
3.	REPAIR CREW – FOR STORM DRAINS & PIPING, as specified herein.	\$ 350.00	X	.25	=	\$ 87.50
4.	REPAIR CREW – FOR WATER RETENTION, WALLS & BANKS, as specified herein.	\$ 300.00	X	.25	=	\$ 75.00

Continued...

FIRM NAME: D. S. Eakins Construction Corporation

**BID RESPONSE  
 BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

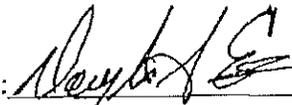
**LOT II – AIRPORTS: Continued....**

ITEM	DESCRIPTION	BASE PRICE PER HOUR	WEIGHT FACTOR	FACTORED RATE
5.	Dump Truck, 15 – 20 cu. yd. capacity, as specified herein.	\$ 100.00	X .02	= \$ 2.00
6.	Well Point Equipment, as specified herein.	\$ 65.00	X .06	= \$ 3.90
7.	Tandem Dump Truck with sideboards, 12 cu. yd. capacity, as specified herein.	\$ 100.00	X .01	= \$ 1.00
8.	Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity, as specified herein.	\$ 100.00	X .01	= \$ 1.00

**LOT II, TOTAL FACTORED RATE: \$ 330.40**

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Qualification of Bidders Information included, per Term and Condition #8? YES DSE <INITIAL

<p><b>* PLEASE AFFIX SIGNATURE WHERE INDICATED          (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)</b></p> <p>By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.</p>	
<p>FIRM NAME: (Enter the entire legal name of the bidding entity)</p> <p>D. S. Eakins Construction Corporation</p>	
<p>DATE:</p> <p>6/16/2011</p>	
<p>* SIGNATURE: </p>	<p>PRINT NAME: Douglas S. Eakins</p> <p>PRINT TITLE: President</p>
<p>ADDRESS: P.O. Box 530185</p>	
<p>CITY / STATE: Lake Park, Florida</p>	
<p>ZIP CODE: 33403</p>	
<p>TELEPHONE # ( 561 ) 842-0001</p> <p>TOLL FREE # ( )</p>	<p>E-MAIL: Doug@dseakins.com</p> <p>FAX #: ( 561 ) 842-0009</p>
<p>APPLICABLE LICENSE(S) NUMBER # CGC036066 CUC1224753</p>	<p>TYPE: Certified General Contractor          Certified Underground Contractor</p>
<p>FEDERAL ID # 59-1691997</p>	

QUALIFICATIONS OF BIDDERS  
REFERENCES FOR SOLICITATION #11-073/GC

List references in accordance with qualifications of bidder, when applicable.

CUSTOMER NAME: Town of Palm Beach  
(PLEASE PRINT OR TYPE)

ADDRESS: 951 Old Okeechobee Road West Palm Beach, FL 33402  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (561) 838-5440 FAX NUMBER: (561) 835-4691 E-MAIL: jbowser@townofpalmbeach.com

CONTACT NAME: James Bowser  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Utility Repair and Maintenance  
(PLEASE PRINT OR TYPE)

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START DATE: 1985 END DATE: Present

CUSTOMER NAME: Palm Beach County Board of County Commisioners  
(PLEASE PRINT OR TYPE)

ADDRESS: 2555 Vista Parkway West Palm Beach, FL 33411  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (661) 233-3955 FAX NUMBER: (561) 233-3986 E-MAIL: mbowman@pbcgov.com

CONTACT NAME: Mike Bowman  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Utility Repair and Maintenance  
(PLEASE PRINT OR TYPE)

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START DATE: 1985 END DATE: Present

CUSTOMER NAME: City of West Palm Beach  
(PLEASE PRINT OR TYPE)

ADDRESS: 401 Clematis Street West Palm Beach, FL 33401  
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (561) 494-1099 FAX NUMBER: ( ) E-MAIL: csandt@wpb.org

CONTACT NAME: Craig Sandt  
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Utility Repair and Maintenance  
(PLEASE PRINT OR TYPE)

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START DATE: 1985 END DATE: Present

**STATEMENT OF NO BID  
BID #11-073/GC**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

WE, the undersigned have declined to bid due to the following reason(s):

- Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
- Insufficient time to respond to the Invitation for Bid
- We do not offer this product or an equivalent
- Our product schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear (explain below)
- Other (specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION OF BUSINESS LOCATION  
BID #11-073/GC

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/proposers having a permanent place of business in Palm Beach County ("County"); (2) bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation that meets or exceeds the mandatory bid/proposal amount. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder/proposer to provide the goods/services to be purchased, and will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference. Please note that the bidder/proposer name and Palm Beach County address listed on the Business Tax Receipt must be the same bidder/proposer name and Palm Beach County address that is included in the bid/proposal submitted by the bidder/proposer to the County.

In instances where the bidder/proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/proposers for additional information related to this requirement after the bid/proposal due date.

I. Bidder/Proposer is a:

  X   Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

  X   Headquarters located in Palm Beach County  
  X   Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

           Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

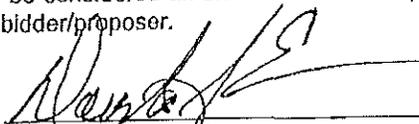
           Headquarters located in the Glades  
           Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's/proposer's County Business Tax Receipt verifies bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by Douglas S. Eakins, as  
(Name of Individual)

President, of D. S. Eakins Construction Corporation.  
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

  
\_\_\_\_\_  
(Signature)

6/16/2011  
(Date)

DRUG-FREE WORKPLACE CERTIFICATION  
BID #11-073/GC

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

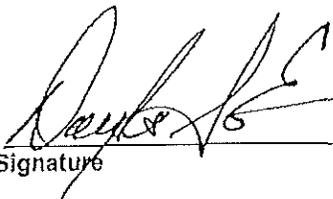
Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Douglas S. Eakins the  
(Individual's Name)

President of D. S. Eakins Construction Corporation  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

  
Signature

6/16/2011  
Date

**SCHEDULE 1**

**LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Crews with Equipment, Rental of, Term Contract  
 PROJECT NO. OR BID NO.: BID #11-073/GC  
 NAME OF PRIME BIDDER: D.S. Eakins Construction Corporation  
 ADDRESS: P.O. Box 530185, Lake Park, Florida 33403  
 CONTACT PERSON: Douglas S. Eakins  
 PHONE NO.: (561) 842-0001 FAX NO.: (561) 842-0009  
 BID OPENING DATE: June 16, 2011  
 DEPARTMENT: Not Applicable

Please list the dollar amount or percentage of work to be completed by the prime on this project.  
 Please also list the dollar amount or percentage of work to be completed by all subcontractors on the project.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK						
	M/WBE	SBE	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Tru Trucking, Inc. P.O. Box 1058 1. Loxahatchee, FL 33470	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		15%			
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

Total Bid Prices\$ \_\_\_\_\_ Total SBE - M/WBE Participation 15% of Work Performed Under Contract

- Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
  2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
  3. M/WBE information is being collected for tracking purposes only.

### SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: BID #11-073/GC PROJECT NAME: Crews with Equipment, Rental of, Term Contract

TO: D. S. Bakdas Construction Corporation  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise  Minority Business Enterprise

Black  Hispanic  Women  Caucasian  Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: October 27, 2010 to October 26, 2013

The undersigned is prepared to perform the following described work in connection with the above project.  
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage

Trucking and Equipment Rental (Hauling Services) at 15% of Work Performed Under Contract

at the following price or percentage \$45.00  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.

Price or Percentage -0-

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Tru Trucking, Inc.  
(Print name of SBE-M/WBE Subcontractor)

By: Caridad Trujillo  
(Signature)

CARIDAD TRUJILLO  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 6/15/2011

**SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: BID #11-073/GC PROJECT NAME: Crews with Equipment, Rental of, Term Contract

TO: D. S. Eakins Construction Corporation  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise X  
Black      Hispanic X Women      Caucasian      Other (Please Specify)     

Date of Palm Beach County Certification: October 27, 2010 to October 26, 2013

The undersigned is prepared to perform the following described work in connection with the above project.  
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage

Trucking and Equipment Rental (Hauling Services) at 15% of Work Performed Under Contract

at the following price or percentage \$45.00  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.

Price or Percentage -0-

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Tra Trucking, Inc.  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 6/15/2011

**SCHEDULE 3  
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT# or Bid #: BID #11-073/GC

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME D. S. Eakins Construction Corporation

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity to each SBE-M/WBE Subcontractor on the project. It is to be submitted by the Prime with each monthly payment request to Palm Beach County. In the SBE-M/WBE subcontracting information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. Next, include the dollar amount drawn for that month along with the total amount paid to date for each SBE-M/WBE Subcontractor to date. Finally, include the date which the SBE-M/WBE Subcontractor began work on this project. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION					SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Subcontract Amount	Amount drawn for SBE-M/WBE Subcontractor	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge \_\_\_\_\_ (Signature and Title)

Return to: Palm Beach County Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

**SCHEDULE 4  
SBE-M/WBE PAYMENT CERTIFICATION**

Schedule 4 is to be completed by the SBE-M/WBE subcontractor. The Prime is to submit Schedule 4 with its Monthly Pay Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime is not to request signature from SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign unless it has received a payment from the Prime contractor. A separate payment certification is required for each SBE-M/WBE Subcontractor.

This is to certify that \_\_\_\_\_ received  
SBE or M/WBE Subcontractor

(Monthly) or (Final) payment of \$ \_\_\_\_\_ on \_\_\_\_\_

From D. S. Eakins Construction Corporation for labor and/or materials used on PROJECT NO. \_\_\_\_\_  
(Prime Contractor)

PROJECT NAME \_\_\_\_\_

SBE OR M/WBE SUBCONTRACTOR: \_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Signature of Subcontractor)

\_\_\_\_\_  
(Print Name & Title of Person executing on behalf  
Of Contractor)

**NOTARY**  
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_ Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name & Title of Person Executing on behalf  
Of Contractor Subcontractor)

**NOTARY**  
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_ Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

**SECOND AMENDMENT TO AGREEMENT FOR CREWS WITH EQUIPMENT  
(RENTAL OF)**

**(Palm Beach County Piggy-Back)**

THIS SECOND AMENDMENT ("Amendment" hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and D.S. EAKINS CONST. CORP., P.O. Box 530185, Lake Park, FL, a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

**RECITALS**

WHEREAS, in 2013, the CITY's utilities and public services departments were in need of crews with equipment to assist the CITY with emergency repairs; and,

WHEREAS, on or about September 1, 2011, Palm Beach County awarded solicitation #11-073/GC to the CONTRACTOR for crews with equipment for county-wide repairs based on unit prices submitted by the CONTRACTOR ("Palm Beach County Contract" hereafter) which contract was extended to August 31, 2016; and,

WHEREAS, pursuant to a written Agreement dated ~~October 27, 2015~~ <sup>November 6, 2013</sup> ("Agreement" hereafter) the CITY and the CONTRACTOR agreed to piggy-back the terms and conditions of the Palm Beach County Contract for the CITY's emergency repair needs; and,

WHEREAS, the Palm Beach County Contract has been extended for another year until August 31, 2016 and the CITY and CONTRACTOR desire to similarly extend the term of the Agreement for such time.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended to August 31, 2016.
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the Mayor.

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

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for Crews with Equipment (Rental of) as of the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

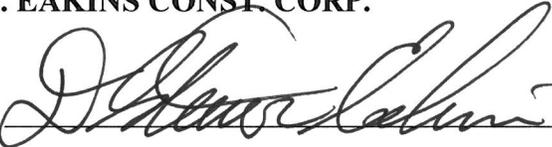
\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

CSJ For  
Glen J. Torcivia, City Attorney

**CONTRACTOR:**

**D.S. EAKINS CONST. CORP.**

By: 

[Corporate Seal]

Print Name: D. Steven Eakins, Jr.

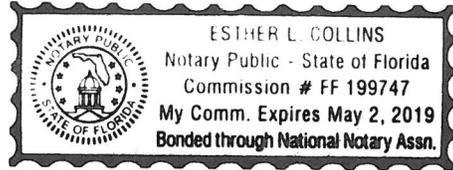
Title: Vice President

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 4th day of Dec., 2015 by D. Steven Eakins, Jr. V.P. (title), of D.S. EAKINS CONST. CORP., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Esther L. Collins

NOTARY PUBLIC



**FIRST AMENDMENT TO AGREEMENT FOR CREWS WITH EQUIPMENT**  
**(RENTAL OF)**  
**(Palm Beach County Piggy-Back)**

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the 24 day of ~~September~~, 2014, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and D.S. EAKINS CONST. CORP., P.O. Box 530185, Lake Park, FL, a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

**RECITALS**

WHEREAS, in 2013, the CITY's utilities and public services departments were in need of crews with equipment to assist the CITY with emergency repairs; and,

WHEREAS, on or about September 1, 2011, Palm Beach County awarded solicitation #11-073/GC to the CONTRACTOR for crews with equipment for county-wide repairs based on unit prices submitted by the CONTRACTOR ("Palm Beach County Contract" hereafter) which contract was extended to August 31, 2014; and,

WHEREAS, pursuant to a written Agreement dated November 5, 2013 ("Agreement" hereafter) the CITY and the CONTRACTOR agreed to piggy-back the terms and conditions of the Palm Beach County Contract for the CITY's emergency repair needs; and,

WHEREAS, the Palm Beach County Contract has been extended for another year until August 31, 2015 and the CITY and CONTRACTOR desire to similarly extend the term of the Agreement for such time.

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

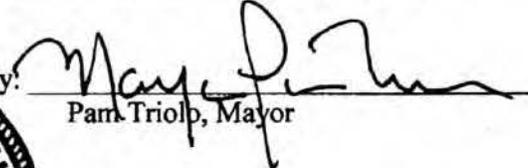
1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Term.** The parties agree that the term of the Agreement is hereby extended to August 31, 2015.
3. **Entire Agreement.** The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. **Legal Effect.** This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the Mayor.

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

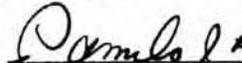
6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for Crews with Equipment (Rental of) as of the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By:   
Pam Triolo, Mayor

ATTEST:

  
Pamela J. Lopez, Clerk



  
Steven J. Toreivia, City Attorney

**CONTRACTOR:**

**D.S. EAKINS CONST. CORP.**

By: 

[Corporate Seal]

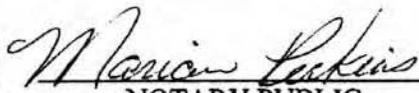
Print Name: Douglas S. Eakins

Title: President

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Sept, 2014 by Douglas S. Eakins, as President (title), of D.S. EAKINS CONST. CORP., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.



  
NOTARY PUBLIC



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

---

**EXECUTIVE BRIEF**

**TITLE:**

First Amendment to an Agreement with Sulphuric Acid Trading Company, Inc., to purchase bulk sulfuric acid for the Reverse Osmosis Water Treatment Plant.

**SUMMARY:**

This Amendment renews the term of a 2014 agreement through October 14, 2016, under the same terms, conditions, and pricing. Additionally, the Amendment provides for the City Manager to authorize the second one-year renewal term ending in 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., was the lowest responsive and responsible bidder. The agreement was approved on October 14, 2014, for a 12 month purchase contract with two optional 12 month extensions. This authorization is for the first 12 month extension which is anticipated not to exceed \$25,520.

**MOTION:**

I move to approve/disapprove the First Amendment to an Agreement with Sulphuric Acid Trading Company, Inc., for an amount not to exceed \$25,520.00 for Fiscal Year 2016.

Attachments

1. Fiscal Analysis
2. 2014 Agreement
3. Bid Tabulation
4. Invitation for Bid
5. First Amendment to Agreement

## FISCAL IMPACT ANALYSIS

### A. Three Year Summary of Fiscal Impact

Fiscal Years	2016	2017	2018
Capital Expenditures	0	0	0
Operating Expenditures	\$25,520.00	0	0
External Revenues	0	0	0
Program Income	0	0	0
In-Kind Match	0	0	0
Net Fiscal Impact	\$25,520.00	0	0

Our estimated annual usage is 22,000 gallons per year for fiscal year 2016. Sulfuric Acid Trading Company is the low bid at a price of \$1.16 per gallon. Staff is therefore requesting a Contract Extension for an amount not to exceed \$25,520.00 for FY 2016.

### B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the 2016 Operations and Maintenance budget from account 402-7022-533.52-30.

Water 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	\$541,990	N/A	\$448,428	-\$25,520	\$422,908

### C. Fiscal Review:

Monica Shaner – Assistant Utilities Director  
Larry Johnson - Director  
Corinne Elliott – Assistant Finance Director

**AGREEMENT**  
**(Water Treatment Chemicals – Sulfuric Acid)**

**THIS AGREEMENT** is made this 14 day of October, 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 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods beyond September 30<sup>th</sup> 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 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 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 (3<sup>rd</sup>) 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**

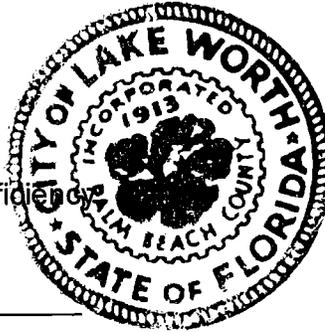
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: [Signature]  
Pam Triolo, Mayor

ATTEST:

[Signature]  
Pamela J. Lopez, City Clerk



Approved as to form and legal sufficiency:

[Signature]  
Glen J. Torcivia, City Attorney

CONTRACTOR: SULPHURIC ACID TRADING COMPANY, INC.

By: [Signature]

[Corporate Seal]

Print Name: Brent Shonka

Title: General Manager

STATE OF Florida  
COUNTY OF Hillborough

The foregoing instrument was acknowledged before me this 24<sup>th</sup> 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

[Signature]  
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)
<b>Sulfuric Acid</b>	20,000	\$ 1.19	\$ 2.05	\$ 1.16	\$ 1.16	\$ 1.41	\$ 1.77	\$ 1.43	\$ 2.32
								these prices marked "as-is basis"	
<b>Annual Extended Price :</b>		\$ 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&>

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### NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

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#### 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.

Attachment E4



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 tanker 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**

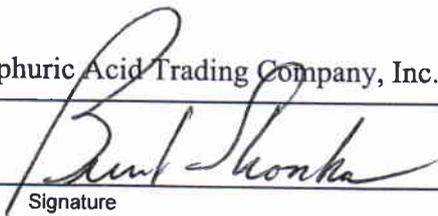
Item	Description	Unit of Measure	Annual Usage	Unit Price	Annual Extended
	Sulfuric Acid 93%		20,000 Gal		
	Full Truckload Price	1 Gal		\$ 1.15515 /Gal	\$ 23,103.00 /Gal
	Partial Truckload Price	1 Gal		\$ 1.15515 /Gal	\$ 23,103.00 /Gal

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**

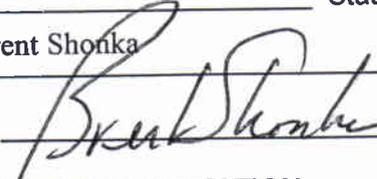
Name of Bidder: Sulphuric Acid Trading Company, Inc.

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

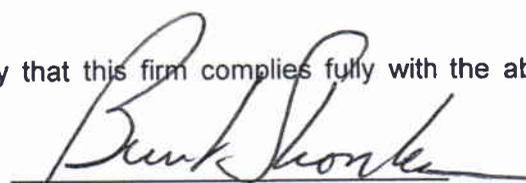
DRUG FREE WORKPLACE CERTIFICATION

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**

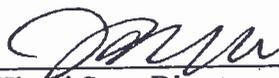
RESOLVED, that, effective January 1, 2014, the Board of Directors of Sulphuric Acid Trading Company, Inc. (the "Company") hereby authorizes Brent Shonka, General Manager, to make any and all contracts, agreements, and orders which he may deem necessary, appropriate, or advisable from time to time in 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:

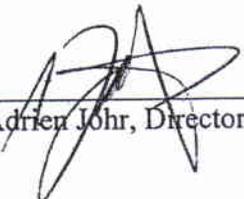
EXECUTED: FEB 14, 2014

  
\_\_\_\_\_  
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.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Sulphuric Acid Trading Company, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> 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.) <b>3710 Corporex Park Drive, Suite 205</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Tampa, FL 33619</b>		
List account number(s) here (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.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>4-30-14</b>
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**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](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://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 - H<sub>2</sub>SO<sub>4</sub>  
DOT CLASS - Corrosive Material, UN 1830

#### II. COMPOSITION

##### HAZARDOUS INGREDIENTS:

Sulphuric Acid.....

%

93 - 98

CAS NO.

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 (H<sub>2</sub>O=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.

FLAMMABLE LIMITS - Not applicable

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.

#### 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/m<sup>3</sup>. The ACGIH Short Term Exposure Limit (STEL) is 3 mg/m<sup>3</sup>. 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 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			
<b>WORKERS COMPENSATION</b>	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	<b>EMPLOYERS LIABILITY</b> 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
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	RETRO DATE _____			General Aggregate
				Products / Completed Operations Aggregate
				Each Occurrence
<b>AUTOMOBILE LIABILITY</b> <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	
<b>OTHER</b>			Each Accident or Occurrence	
			Each Accident or Occurrence	
<b>ADDITIONAL COMMENTS</b>				

\* 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

Tampa/0555  
3901 Premier North Drive  
Tampa FL 33624  
OFFICE

AUTHORIZED REPRESENTATIVE  
813-264-6588  
PHONE

12/24/2013  
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.

**FIRST AMENDMENT TO AGREEMENT WITH SULPHURIC ACID CO.**  
**(Water Treatment Chemicals – Sulfuric Acid)**

THIS FIRST AMENDMENT (“Amendment” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY” hereafter), and SULPHURIC ACID TRADING COMPANY, INC., 3710 Corporex Park Drive, Suite 205, Tampa FL, 33619 a corporation authorized to do business in the State of Florida (“CONTRACTOR” hereafter).

**RECITALS**

WHEREAS, in 2014, the CITY issued Bid #14-133 for the procurement of sulfuric acid; and,

WHEREAS, pursuant to a written Agreement dated October 14, 2014 (“Agreement” hereafter) the CONTRACTOR agreed to furnish sulfuric acid to the CITY for an annual term, fiscal year 2014, and also provided that the Agreement and pricing set forth therein may be extended for another two years; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another annual term, fiscal year 2015, under the same terms and conditions and pricing set forth in the Agreement; and,

WHEREAS, the parties also desire to provide that in the event the parties wish to renew the Agreement for fiscal year 2016, the City Manager for the CITY shall have the authority to approve such renewal.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended to October 14, 2016. In the event the CITY wishes to extend the Agreement for the final renewal term, fiscal year 2017, the City Manager of the CITY shall be authorized to approve such renewal.
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the Mayor.

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

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for the procurement of sulfuric acid as of the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

**CONTRACTOR:**

**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 3<sup>rd</sup> day of December, 2015 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 \_\_\_\_\_ as identification.  
n/a



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

\_\_\_\_\_  
Kathryn Bain

NOTARY PUBLIC



**AGENDA DATE:** January 5, 2016, Regular Meeting      **DEPARTMENT:** Water Utilities/Regional Sewer

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**EXECUTIVE BRIEF**

**TITLE:**

First Amendment to the City agreement with Harcros Chemicals, Inc., to purchase caustic soda for water treatment and odor control.

**SUMMARY:**

This Amendment extends the term of a 2014 City agreement through October 14, 2016, under the same terms, conditions, and pricing as the original agreement and provides for the City Manager to authorize the second one-year renewal term ending in 2017.

**BACKGROUND AND JUSTIFICATION:**

Sodium Hydroxide, also commonly known as Caustic Soda, is a necessary chemical used in the reverse osmosis water treatment process for pH adjustment and odor control. In addition, Caustic Soda is used at the Master Pump Station for odor control.

On September 9, 2014, the City received bids for the purchase of bulk Caustic Soda. Harcros Chemical was the low bidder at a price of \$1.71 per gallon for full truck loads, and \$1.97 per gallon for partial truck loads (less than 1,800 gallons). The City awarded the agreement to Harcros Chemicals for a term of one year with two (2) one year extension options. This Amendment will extend the term through the first year extension for a not to exceed amount of \$96,872.17 for Fiscal Year 2016. This amount will be split between Water Utilities (\$76,950) and Regional Sewer (\$19,922.17). This Amendment will also authorize the City Manager to extend the agreement for the final one year extension (if needed and with the not to exceed amount set forth in the 2017 fiscal year budget).

**MOTION:**

I move to approve/disapprove the First Amendment to the City agreement with Harcros Chemicals, Inc., for an amount not to exceed \$96,872.17 for Fiscal Year 2016 and authorize the City Manager to extend the agreement for the final one year extension.

Attachments

- 1) Fiscal Analysis
- 2) 2014 Agreement
- 3) Bid Tabulation
- 4) Bid packet
- 5) First Amendment

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$96,872.17	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	96,872.17	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 2016 Operating budget.

For the Water Treatment Plant supply:

Water Utilities/Water Production							
Account Number	Account Description	Project #	FY 2016 Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Chemicals	N/A	\$541,990.00	N/A	\$374,117.83	-\$76,950.00	\$297,167.83

For the Master Lift Station supply:

Water Utilities/Regional Pumping							
Account Number	Account Description	Project #	FY 2016 Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
405-7421-535.52-30	Chemicals	N/A	\$210,200.00	N/A	\$27,150.00	-\$19,922.17	\$7,227.83

### C. Fiscal Review:

Larry Johnson - Director  
 Monica Shaner – Asst. Director  
 Clyde Johnson – Finance  
 Corinne Elliot –Assistant Finance Director

**AGREEMENT  
(Water Treatment Chemicals – Caustic Soda)**

**THIS AGREEMENT** is made this 14 day of October, 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 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods beyond September 30<sup>th</sup> 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 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 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 (3<sup>rd</sup>) 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.

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

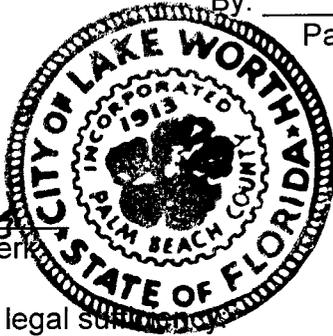
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: *Pam Triolo*  
Pam Triolo, Mayor

ATTEST:

*Pamela J. Lopez*  
Pamela J. Lopez, City Clerk



Approved as to form and legal substance

*Glen J. Torcivia*  
Glen J. Torcivia, City Attorney

CONTRACTOR: HARCROS CHEMICALS, INC.

By: *Gary Delk*

[Corporate Seal]

Print Name: *Gary Delk*

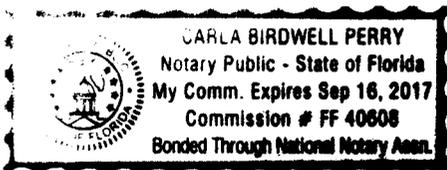
Title: *District Manager*

STATE OF *Florida*)  
COUNTY OF *Hillsborough*)

The foregoing instrument was acknowledged before me this *26<sup>th</sup>* day of *September*, 20*14* by *Gary Delk*, as *District Manager* (title), of Harcross Chemicals, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

*Carla Birdwell Perry*  
Print Name: *CARLA BIRDWELL PERRY*  
My commission expires: *9/16/17*





**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)
<b>Caustic Soda</b>	45,000	\$ 1.74	\$ 1.98	\$ 1.76	\$ 2.24	\$ 1.71	\$ 1.97	\$ 1.76	\$ 1.83	\$ 1.72	\$ 2.03
<b>Annual Extended Price :</b>		\$ 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 5<sup>th</sup> 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**

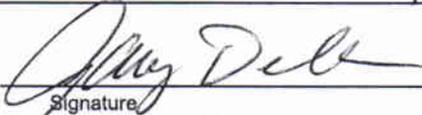
Item	Description	Unit of Measure	Annual Usage	Unit Price	Annual Extended
	Caustic Soda 50%		45,000 Gal		
	Full Truckload Price	1 Gal		\$ 1.71 /Gal	\$ 76950 /Gal
	Partial Truckload Price	1 Gal		\$ 1.97 /Gal	\$ 88650 /Gal

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

1. I am the District Manager of Harcros Chemicals, Inc., the Bidder that has submitted the attached bid;  
(Title) (Name of Company)
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 8<sup>th</sup> 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.

**FIRST AMENDMENT TO AGREEMENT WITH HARCROS CHEMICALS INC.**  
**(Water Treatment Chemicals – Caustic Soda)**

THIS FIRST AMENDMENT (“Amendment” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY” hereafter), and HARCROS CHEMICALS, INC., 5132 Trenton Street, Tampa FL, 33619 a corporation authorized to do business in the State of Florida (“CONTRACTOR” hereafter).

**RECITALS**

WHEREAS, in 2014, the CITY issued Bid #14-130 for the procurement of caustic soda; and,

WHEREAS, pursuant to a written Agreement dated October 14, 2014 (“Agreement” hereafter) the CONTRACTOR agreed to furnish caustic soda to the CITY for a one year term and also provided that the Agreement and pricing set forth therein may be renewed for another two one year periods; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another one year term under the same terms and conditions and pricing set forth in the Agreement; and,

WHEREAS, the parties also desire to provide that in the event the parties wish to renew the Agreement for last one year term, the City Manager for the CITY shall have the authority to approve such renewal.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended to October 14, 2016. In the event the CITY wishes to extend the Agreement for the final renewal term, the City Manager of the CITY shall be authorized to approve such renewal.
3. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the Mayor.

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

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for the procurement of caustic soda as of the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

GJ Torcivia FCR  
\_\_\_\_\_  
Glen J. Torcivia, City Attorney

**CONTRACTOR:**

**HARCROS CHEMICALS, INC.**

By: Gary Deek  
\_\_\_\_\_

[Corporate Seal]

Print Name: Gary Deek  
\_\_\_\_\_

Title: Regional Manager  
\_\_\_\_\_

STATE OF Florida )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 14th day of December 2011 by Gary Deek, as Regional manager (title), of Harcros Chemicals, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Carla Birdwell Perry  
\_\_\_\_\_  
NOTARY PUBLIC





**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

---

**EXECUTIVE BRIEF**

**TITLE:**

Amendment to Agreement with LHoist North America of Alabama, LLC, to purchase bulk quicklime for the Water Treatment Plant.

**SUMMARY:**

The Amendment authorizes the extension of a City agreement through December 15, 2016, under a cooperative purchasing agreement for an amount not to exceed \$135,014.60.

**BACKGROUND AND JUSTIFICATION:**

The City is a member of a local cooperative purchasing effort, which includes the cities of Delray Beach and Boynton Beach. The City of Boynton Beach is the lead agency on this cooperative bid. As a member of this cooperative purchase, the City of Lake Worth is able to leverage its purchasing power with its neighboring utilities to provide for the acquisition of a critical chemical, at a price point that would be otherwise unattainable.

Quicklime is a necessary chemical which, when added to the raw water supply, causes the coagulation and precipitation process necessary to remove hardness, color and iron content, as well as other contaminants. The approval of this purchase order will provide for the continued and uninterrupted delivery of Bulk Quicklime to the Water Treatment Plant.

The City of Boynton Beach bid the purchase under bid number 009-2821-13/JMA in November 2012. LHoist North America of Alabama, LLC, was the lowest responsive bidder. The purchase agreement was extended one year to December 15, 2016, by the City of Boynton Beach on October 20, 2015, with a price of \$275.24 per ton, which is an increase of \$1.20 per ton from 2015. Based on the cost effectiveness of this price, it is recommended the City extend its agreement with LHoist North America of Alabama, LLC, for 2016 for an amount not to exceed \$135,014.60 (for 490 tons).

**MOTION:**

I move to approve/disapprove the Amendment to a City agreement with LHoist North America of Alabama, LLC, for bulk quicklime in an amount not to exceed \$135,014.60.

Attachments

- 1) Fiscal Analysis
- 2) 2014 Agreement
- 3) Bid Proposal
- 4) Boynton Beach Renewal Letter
- 5) Amendment

**FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$135,014.60	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	135,014.60	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 purchase of the quicklime is included as part of the annual budget for the Water Fund.

Water Utilities/Water Production							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Chemicals	N/A	\$541,990	N/A	\$173,344	-\$135,014	\$38,330

**C. Fiscal Review:**

Larry Johnson - Director  
 Monica Shaner – Assistant Utilities Director  
 Corinne Elliott – Assistant Finance Director

**AGREEMENT TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME  
(CO-OPERATIVE BID AGREEMENT)**

THIS AGREEMENT ("Agreement" hereafter) is made as of the 12 day of February, 2014, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, 4720 Cleveland Heights Blvd., Suite 203, Lakeland, FL 33813 ("CONTRACTOR" hereafter).

**RECITALS**

WHEREAS, the CITY as part of the Palm Beach County Purchasing Cooperative participated in the issuance of an invitation to bid for quicklime services (City of Boynton Beach Bid No. 009-2821-13/JMA) (the "ITB"); and,

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB; and,

WHEREAS, on or about December 4, 2012, the CONTRACTOR was awarded the ITB; and,

WHEREAS, pursuant to the ITB, the CITY is responsible for awarding a direct contract with the CONTRACTOR; and,

WHEREAS, this Agreement sets forth the terms and conditions of the CITY's direct contract with the Contractor.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Incorporated Documents. The Palm Beach County Purchasing Cooperative ITB and the CONTRACTOR's responsive Bid are hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the ITB and shall expire on December 15, 2014 (unless earlier terminated or extended pursuant to the ITB).
3. Purchase Orders. The CITY's ordering mechanism for all services provided and performed under this Agreement shall be a CITY issued Purchase Order; however, the contractual terms and conditions stated in the CITY issued Purchase Order shall not apply. CONTRACTOR shall not perform any services under this Agreement without a CITY issued Purchase Order. The pricing in each Purchase Order shall be consistent with the pricing set forth in the CONTRACTOR's responsive Bid to the ITB.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. CITY issued Purchase Orders;
- b. This Agreement;
- c. ITB; and,
- d. The CONTRACTOR's responsive Bid.

5. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

F. **PUBLIC RECORDS:** Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

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

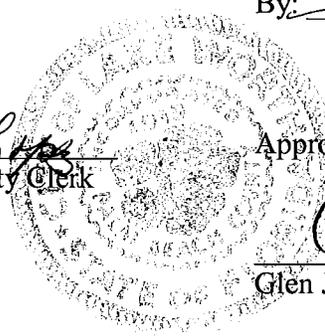
IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement to Furnish, Deliver and Discharge Bulk Quicklime as of the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By: [Signature]  
Pam Triolo, Mayor

ATTEST:

[Signature]  
Pamela J. Lopez, City Clerk



Approved as to form and legal sufficiency:

[Signature]  
Glén J. Torcivia, City Attorney

CONTRACTOR: **LHOIST NORTH AMERICA OF ALABAMA, LLC**

By: [Signature]

[Corporate Seal]

Print Name: John L. Thompson

Title: FL Sales Manager

STATE OF FL )  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 28 day of January 2014 by John Thompson, as FL Sales Mgr (title), of LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, and who has authority to legally bind LHOIST NORTH AMERICA OF ALABAMA, LLC, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC





November 1, 2012

Ms. Julie Alibrandi  
City of Boynton Beach Procurement Services  
100 E. Boynton Beach Boulevard  
Boynton Beach, Florida 33435

Dear Ms. Alibrandi,

Thank you for sending your request for bids for the City of Boynton Beach Bid No. 009-2821-13/JMA. We are pleased to offer the City of Boynton Beach the attached proposal.

Please note that per our previous conversation with you, and per your consequential electronic mail to our Elizabeth Hart, our pricing submission is formatted by providing the City our price for Quicklime, FOB our Fort Lauderdale, Florida terminal, plus truck freight. Further, in order to simplify the administration of rail and truck fuel surcharges, we have added them into our pricing; there will be no additional fuel surcharges billed to the City for the term of this agreement.

Thank you for entertaining our proposal to the City of Boynton Beach and the members of the Palm Beach Coop. Lhoist values our relationship with your plants and administrators, and we look forward to working with you in the future. Please contact me if you have any questions.

Best regards,

LHOIST North America

A handwritten signature in black ink, appearing to read 'John L. Thompson', is written over the printed name.

John L. Thompson

Enclosures

*Chemical Lime Company of Alabama LLC  
Lakeland Sales Office  
4720 Cleveland Heights Boulevard, Suite 203, Lakeland, Florida 33813  
Phone: (863) 644-9010 Fax: (863) 644-9030  
Toll Free: (877) 644-9010*



"Alibrandi, Julianne"  
<Alibrand@bbfl.us>  
10/31/2012 02:35 PM

To <Elizabeth.Hart@lhoist.com>  
cc "Howard, Tim" <HowardT@bbfl.us>  
bcc  
Subject RE: Slight modification to Proposal Page for the bid -  
Furnish, Deliver and Discharge Quicklime / Lhoist North  
America (formerly Chemical Lime)

History: This message has been forwarded.

Hello Elizabeth:

Your request to outline the price proposal that would include an FOB price from your Fort Lauderdale terminal and a truck freight rate - and then a total delivered price is acceptable to the City of Boynton Beach. Please clearly state on the "Proposal Blank", page 22, the manner by which you submitted your pricing. Thank you.

Julie Alibrandi  
Finance/Procurement Department  
(561)742-6322

-----Original Message-----

From: Elizabeth.Hart@lhoist.com [mailto:Elizabeth.Hart@lhoist.com]  
Sent: Wednesday, October 31, 2012 2:18 PM  
To: Alibrandi, Julianne  
Subject: Slight modification to Proposal Page for the bid - Furnish, Deliver and Discharge Quicklime / Lhoist North America (formerly Chemical Lime)

Good afternoon, Julianne.

Thank you for taking the time to speak with me this afternoon. As I mentioned, Lhoist North America of Alabama, LLC is under a contractual obligation with CSXT and our rail rates are proprietary. With your permission, we would like to propose a price on the proposal form (page 22) that would include an FOB price at our Fort Lauderdale terminal and a truck freight rate - and then of course a total delivered price. The only exception would be not breaking out the rail rate.

Will you please confirm this is acceptable?

Thank you,

eli

Elizabeth (eli) Hart  
Lhoist North America of Alabama, LLC  
4720 Cleveland Heights Blvd., Ste 203



November 1, 2012

Ms. Julie Alibrandi  
Finance/Procurement Department  
City of Boynton Beach  
100 East Boynton Beach Boulevard  
Boynton Beach, Florida 33425

To Whom It May Concern:

Re: Authorization to Sign on Behalf of Lhoist North America of Alabama, LLC

Please be advised that John L. Thompson, Florida Sales Manager, has the authority to sign the bid documents for the City of Boynton Beach on behalf of Lhoist North America of Alabama, LLC, and thereby to bind Lhoist North America of Alabama, LLC as set forth in such documents.

Sincerely,

Lhoist North America of Alabama, LLC  
*A Lhoist Group Company*

A handwritten signature in black ink, appearing to read 'D. Puryear', followed by a horizontal line.

David R. Puryear  
Vice President, Sales

**REQUEST FOR BID  
TO FURNISH, DELIVER AND DISCHARGE  
BULK QUICKLINE**

**BID No.: 009-2821-13/JMA**

**BID OPENING DATE: NOVEMBER 5, 2012  
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)  
PROCUREMENT SERVICES, CITY HALL**

**BIDDER ACKNOWLEDGEMENT**

Submit Bids To: **PROCUREMENT SERVICES**  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone: (561) 742-6310

Broadcast Date: **October 11, 2012**

Bid Title: **"FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME"**

Bid Number: **009-2821-13/JMA**

Bid Received By: **NOVEMBER 5, 2012, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **November 5, 2012, no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Lhoist North America of Alabama, LLC

Federal I.D. Number: 63-1002780

A Corporation of the State of: Alabama

Area Code: 877 Telephone Number: 644-9010

Area Code: 863 FAX Number: 644-9030

Mailing Address: 4720 Cleveland Heights Boulevard, Suite 203

City/State/Zip: Lakeland, Florida 33813

Vendor Mailing Date: 10/31/12

E-Mail Address: john.thompson@lhoist.com

  
Authorized Signature

John L. Thompson

Name Typed

**THIS PAGE TO BE SUBMITTED FOR BID PACKAGE  
TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

## PROPOSAL BLANK

### BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA TO FURNISH, DELIVER AND DISCHARGE QUICKLIME

To All Bidders:

Date: 10/31/12

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for.

When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate proposal sheet for each.

The undersigned proposes to furnish, deliver and discharge the quicklime in accordance with the specifications for the sum of:

NAME OF CITY	QUANTITY IN TONS	BASE PRICE PER TON	FREIGHT RATE PER TON <i>RAIL</i>	FREIGHT RATE PER TON <i>TRUCK</i>	EXTENDED TOTAL AMOUNT
City of Boynton Beach	1,100	249.58*	INCLUDED	21.00	268.57
City of Delray Beach	91	249.58	INCLUDED	20.30	267.88
City of Lake Worth	350	249.58	INCLUDED	21.00	268.57

\* Base price per ton includes the rail rate per ton. All surcharges are included in price (extended total amount).

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE  
TO BE CONSIDERED COMPLETE AND ACCEPTABLE



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF PALM BEACH )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *John L. Thompson*  
NAME - SIGNATURE

Sworn and subscribed before me  
this 31 day of Oct, 2012

Printed Information:

John L. Thompson

NAME

Florida Sales Manager

TITLE

*Elizabeth A. Hart*  
NOTARY PUBLIC, State of Florida  
at Large

Lhoist North America of AL, LLC  
COMPANY



"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE  
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

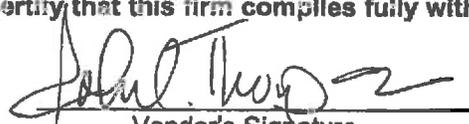


## CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States 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.

  
Vendor's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

**ACKNOWLEDGMENT**

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Lhoist North America of Alabama, LLC  
CONTRACTOR NAME

By 

Title: Florida Sales Manager

Date: 10/31/12





November 1, 2012

Ms. Julie Alibrandi  
City of Boynton Beach Procurement Services  
100 E. Boynton Beach Boulevard  
Boynton Beach, Florida 33435

Dear Ms. Alibrandi,

Thank you for sending your request for bids for the City of Boynton Beach Bid No. 009-2821-13/JMA. We are pleased to offer the City of Boynton Beach the attached proposal.

Please note that per our previous conversation with you, and per your consequential electronic mail to our Elizabeth Hart, our pricing submission is formatted by providing the City our price for Quicklime, FOB our Fort Lauderdale, Florida terminal, plus truck freight. Further, in order to simplify the administration of rail and truck fuel surcharges, we have added them into our pricing; there will be no additional fuel surcharges billed to the City for the term of this agreement.

Thank you for entertaining our proposal to the City of Boynton Beach and the members of the Palm Beach Coop. Lhoist values our relationship with your plants and administrators, and we look forward to working with you in the future. Please contact me if you have any questions.

Best regards,

LHOIST North America

A handwritten signature in black ink, appearing to read 'John L. Thompson', written over a horizontal line.

John L. Thompson

Enclosures

*Chemical Lime Company of Alabama LLC  
Lakeland Sales Office  
4720 Cleveland Heights Boulevard, Suite 203, Lakeland, Florida 33813  
Phone: (863) 644-9010 Fax: (863) 644-9030  
Toll Free: (877) 644-9010*



"Alibrandi, Julianne"  
<AlibrandiJ@bbfl.us>  
10/31/2012 02:35 PM

To <Elizabeth.Hart@lhoist.com>  
cc "Howard, Tim" <HowardT@bbfl.us>  
bcc  
Subject RE: Slight modification to Proposal Page for the bid -  
Furnish, Deliver and Discharge Quicklime / Lhoist North  
America (formerly Chemical Lime)

History: This message has been forwarded.

Hello Elizabeth:

Your request to outline the price proposal that would include an FOB price from your Fort Lauderdale terminal and a truck freight rate - and then a total delivered price is acceptable to the City of Boynton Beach. Please clearly state on the "Proposal Blank", page 22, the manner by which you submitted your pricing. Thank you.

Julie Alibrandi  
Finance/Procurement Department  
(561)742-6322

-----Original Message-----

From: Elizabeth.Hart@lhoist.com [mailto:Elizabeth.Hart@lhoist.com]  
Sent: Wednesday, October 31, 2012 2:18 PM  
To: Alibrandi, Julianne  
Subject: Slight modification to Proposal Page for the bid - Furnish, Deliver and Discharge Quicklime / Lhoist North America (formerly Chemical Lime)

Good afternoon, Julianne.

Thank you for taking the time to speak with me this afternoon. As I mentioned, Lhoist North America of Alabama, LLC is under a contractual obligation with CSXT and our rail rates are proprietary. With your permission, we would like to propose a price on the proposal form (page 22) that would include an FOB price at our Fort Lauderdale terminal and a truck freight rate - and then of course a total delivered price. The only exception would be not breaking out the rail rate.

Will you please confirm this is acceptable?

Thank you,

eli

Elizabeth (eli) Hart  
Lhoist North America of Alabama, LLC  
4720 Cleveland Heights Blvd., Ste 203

# The City of Boynton Beach

---



Finance/Procurement Services  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No: (561) 742-6310  
FAX: (561) 742-6316

October 21, 2015

Lhoist North America of Alabama, LLC  
1479 Town Center Drive, Suite 229  
Lakeland, FL 33803

ATTN: J. Dale James

**RE: BID TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME**  
**BID No.: 009-2821-13/JMA**

**RENEWAL TERM: DECEMBER 16, 2015 THROUGH DECEMBER 15, 2016**

Dear Mr. James:

At the Commission Meeting of October 20, 2015, City Commission approved a one year extension to the "Cooperative Bid to Furnish, Deliver and Discharge Bulk Quicklime" with an increase of \$1.20 per ton for increased freight charges.

We look forward to another year of Lhoist providing the City with their excellent product. We have received a copy of Lhoist's Certificate of Insurance. Thank you and if you should have any questions, please do not hesitate to call Sr. Buyer, Julianne Alibrandi at (561) 742-6322, or e-mail [alibrandij@bbfl.us](mailto:alibrandij@bbfl.us).

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim W. Howard".

Tim W. Howard  
Director of Financial Services

Enclosure: Agenda Request Form

C: John Bullard, City of Delray Beach Water Utilities  
Holly Vath, City of Delray Beach Procurement  
Tim Sloan, City of Lake Worth Water Utilities  
Elizabeth Hart, Lhoist  
File



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

50

**COMMISSION MEETING DATE:** 10/20/2015

**REQUESTED ACTION BY COMMISSION:** Approve a one-year extension to the "Cooperative Bid to Furnish, Deliver and Discharge Quicklime" with a freight increase of \$1.20 per ton, with Lhoist North America. This product will be ordered on an "As Needed" basis for the anticipated annual expenditure of \$320,000.

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**EXPLANATION OF REQUEST:**

*BID RENEWAL TERM: DECEMBER 16, 2015 to DECEMBER 15, 2016*

The City of Boynton Beach is lead agency on this cooperative bid that includes the Cities of Delray Beach and Lake Worth. City Commission approved a two year award to Lhoist North America on December 4, 2012. The bid documents allow for annual pricing adjustments and Lhoist has agreed to a one-year extension with a documented rail freight increase of \$1.20 per ton effective January 1, 2016. The total delivered price for quicklime would be \$275.54 per ton.

This is the second one-year extension out of a possible three one-year extensions.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?**

Quicklime is necessary to prevent scaling in the water pipelines and in reducing *hardness* in the water supply. Lhoist North America is a reliable vendor that has consistently provided the Utilities Department with high-quality quicklime over the past several years.

**FISCAL IMPACT:** Budgeted

Funds have been budgeted in account 401-2811-536-52-35. Recent fiscal year expenditures for this chemical are:

- FY 2013/2014 - \$305,000.
- FY 2014/2015 - \$299,078. (to date)

**ALTERNATIVES:**

The City of Boynton Beach could explore the use of other coagulants or anti-scalants. However, this may lead to higher water treatment costs or possible water quality.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Response from Lhoist North America

**REVIEWERS:**

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	10/12/2015 - 10:35 AM
Finance	Howard, Tim	Approved	10/12/2015 - 10:35 AM
Legal	Swanson, Lynn	Approved	10/12/2015 - 11:52 AM
City Manager	LeVerriere, Lori	Approved	10/15/2015 - 3:17 PM



October 7, 2015

Mr. Tim W. Howard  
Director of Financial Services  
100 E. Boynton Beach Boulevard  
Boynton Beach, Florida 33425-0310

VIA EMAIL

Dear Mr. Howard:

This letter is in response to your inquiry as to whether Lhoist North America is willing to renew our lime supply agreement, Bid No.: 009-2821-13/JMA – Deliver and Discharge Bulk Quicklime, with the City of Boynton Beach.

Lhoist is agreeable to extending our lime supply agreement with the City of Boynton Beach for another term if we are able to pass along certain increases in our distribution costs. Effective January 1, 2016, CSXT will be imposing a rail freight increase of \$1.20 per ton. Documentation for this increase is attached for your review.

Should the City of Boynton Beach accept this increase, the total delivered price for quicklime would be \$275.54 per ton delivered effective January 1, 2016.

Lhoist North America values its relationship with the City of Boynton Beach and we look forward to working with you in the future.

Very truly yours,

Lhoist North America of Alabama, LLC

A handwritten signature in black ink, appearing to read 'Dale James'.

D. Dale James  
Florida Sales Manager

Florida Sales Office  
1479 Town Center Drive, Suite 229  
Lakeland, FL 33803  
877-644-9010



Carrie Beall  
Senior Account Manager  
CSX Transportation - Minerals  
8044 Montgomery Rd, Suite 160  
Cincinnati, OH 45236  
PHONE (513) 369-5588  
FAX (513) 853-1108

October 7, 2015

Carleen Schaefer  
Supply Chain and Logistics Regional Manager – East  
Lhoist North America  
3309 Highway 31  
Birmingham, AL 35040

Dear Ms. Schaefer,

This letter is to inform you that the rail rate for delivering quicklime in covered hopper cars to your Fort Lauderdale, Florida distribution facility will increase \$1.12 per ton for shipments in private equipment and \$1.20 per ton for shipments in railroad owned equipment effective January 1, 2016.

If you have any questions, please don't hesitate to give me a call at the number above.

Sincerely,

Carrie Beall

# The City of Boynton Beach



Finance/Procurement Services  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No. (561) 742-6310  
FAX (561) 742-6316

September 10, 2015

RF **CO-OPERATIVE BID TO FURNISH, DELIVER AND DISCHARGE BULK  
QUICKLIME**

BID No.: **000 2321-13/JMA**

Agreement between the City of Boynton Beach and LHOIST NORTH AMERICA OF ALABAMA

BID EXTENSION TERM: **DECEMBER 18, 2015 to DECEMBER 15, 2016**

Yes, I agree to renew the existing bid under the same terms, conditions, and prices for  
an additional year. \*PLEASE SEE ATTACHED LETTER.

No, I do not wish to renew the bid for the following reason(s) \_\_\_\_\_

LHOIST NORTH AMERICA OF ALABAMA, LLC

NAME OF COMPANY

SIGNATURE

J. Dale James

Florida Sales Manager

NAME OF REPRESENTATIVE  
(please print)

TITLE

10/07/2015

877-644-9010

DATE

(AREA CODE) TELEPHONE NUMBER

E-MAIL: dale.james@lhoist.com

**AMENDMENT TO AGREEMENT TO FURNISH, DELIVER AND DISCHARGE  
BULK QUICKLIME  
(CO-OPERATIVE BID AGREEMENT)**

THIS AMENDMENT ("Amendment" hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, 4720 Cleveland Heights Blvd., Suite 203, Lakeland, FL 33813 ("CONTRACTOR" hereafter).

**RECITALS**

WHEREAS, the CITY as part of the Palm Beach County Purchasing Cooperative participated in the issuance of an invitation to bid for quicklime services (City of Boynton Beach Bid No. 009-2821-13/JMA) (the "ITB"); and,

WHEREAS, on or about December 4, 2012, the CONTRACTOR was awarded the ITB; and,

WHEREAS, pursuant to the ITB, the CITY must directly award a contract with the CONTRACTOR for quicklime services; and,

WHEREAS, the CITY entered a direct agreement with the CONTRACTOR and such agreement expired on December 15, 2015 (the "Agreement"); and,

WHEREAS, the City of Boynton has extended the term of the ITB through December 15, 2016; and,

WHEREAS, the CITY desires to amend its Agreement with the CONTRACTOR to extend the term through December 15, 2016.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Incorporated Documents. The Palm Beach County Purchasing Cooperative ITB and the CONTRACTOR's responsive Bid are hereby incorporated by reference into and expressly made a part of this Amendment as if set forth at length herein. The term of this Amendment shall be consistent with the term of the ITB and shall expire on December 15, 2016 (unless earlier terminated or extended pursuant to the ITB).
3. Cost per ton. The CITY's purchase of quicklime services shall be consistent with the ITB. The cost per ton shall increase by \$1.20 and the cost per ton shall be \$275.54 delivered.

4. Miscellaneous.

- A. Except as provided in the Amendment regarding the extension of the term and increase in the cost, all terms and conditions of the Agreement remain in full force and effect.
- B. This Amendment, the prior amendments and the Agreement set forth the complete agreement between the CITY and the CONTRACTOR.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Amendment to the Agreement to Furnish, Deliver and Discharge Bulk Quicklime as of the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia  
Glen J. Torcivia, City Attorney

CONTRACTOR:

**LHOIST NORTH AMERICA OF ALABAMA, LLC**

By: M. Oliver Booth

[Corporate Seal]

Print Name: M. OLIVER BOOTH

Title: DIRECTOR OF SALES - EAST LIME

STATE OF Alabama )  
COUNTY OF Bibb )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2015 by M. Oliver Booth, as Director of Sales (title), of LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, and who has authority to legally bind LHOIST NORTH AMERICA OF ALABAMA, LLC, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Agreement with Odyssey Manufacturing Co. to purchase Sodium Hypochlorite (bleach)

**SUMMARY:**

This Agreement authorizes the purchase of bulk sodium hypochlorite from Odyssey Manufacturing Co. to disinfect drinking water and control odor at the Reverse Osmosis Water Treatment Plant and Master Pump Station in an amount not to exceed \$113,901.25 for Fiscal Year 2016.

**BACKGROUND AND JUSTIFICATION:**

Sodium Hypochlorite is a necessary chemical which, when added to the finished water supply, is used for the disinfection of drinking water, killing germs, micro-organisms, algae, etc. Sodium Hypochlorite is also necessary for odor control at the Reverse Osmosis Water Treatment Plant and Master Pump Station.

The City of Lake Worth proposes to piggy-back the competitively bid City of Ocoee contract for purchase of Sodium Hypochlorite. The City of Ocoee awarded its Sodium Hypochlorite Invitation to Bid (#B13-01) to Odyssey Manufacturing Co. on November 6, 2012. The attached contract and bid package from Odyssey Manufacturing Co. make up the City of Ocoee Contract. The City of Ocoee Contract is valid through October 31, 2016.

The City of Ocoee Contract provides a price of \$0.61 per gallon for full and partial truckloads of Sodium Hypochlorite. The City of Lake Worth's estimated purchase of Sodium Hypochlorite for FY 2016 under the City of Ocoee Contract is estimated at \$113,901.25. This cost will be split as follows: \$103,901 from Water Fund; and, \$10,000 from Regional Sewer Fund.

**MOTION:**

I move to approve/disapprove a piggy-back agreement with Odyssey Manufacturing Co. at an amount not to exceed \$113,901.25 for Fiscal Year 2016.

Attachments

- 1) Fiscal Analysis
- 2) Ocoee Agreement
- 3) Agreement

## FISCAL IMPACT ANALYSIS

### A. FY2015 Summary of Fiscal Impact

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$113,901.25	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	\$113,901.25	0	0	0	0

### B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the 2016 Operations and Maintenance budget in the Water Fund and Regional Sewer Fund.

Water Utilities/Water Production							
Account Number	Account Description	Project #	FY 2016 Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Chemicals	N/A	\$541,990	N/A	\$277,245	-\$103,901	\$173,344

Water Utilities/Regional Pumping							
Account Number	Account Description	Project #	FY 2016 Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
405-7421-535.52-30	Chemicals	N/A	\$210,200	N/A	\$27,150	-\$10,000	\$17,150

### C. Fiscal Review:

Larry Johnson – Director  
 Monica Shaner – Assistant Utilities Director  
 Corinne Elliott – Assistant Finance Director



November 8, 2015

Timothy M. Sloan  
Water Plant Supervisor  
City of Lake Worth Water Plant  
301 College St.  
Lake Worth, Florida 33460

Re: **SODIUM HYPOCHLORITE SUPPLY TO THE CITY OF LAKE WORTH**

Dear Mr. Sloan,

As a follow-up to your request, Odyssey Manufacturing Co. agrees to permit the City of Lake Worth to piggyback the City of Ocoee's bid for its Ultra Chlor 12.5% sodium hypochlorite at a unit price of \$.61 per gallon effective immediately through October 30, 2016. This contract has one additional one (1) year renewals beyond this date as well. This price is fixed to the water treatment and wastewater treatment plants and there are no fuel surcharges, delivery fees or other hidden charges. *Additionally, it is for either full or partial truck deliveries.* I have attached the supporting documentation including the original bid package, Odyssey's bid and the award information. Joyce Tolbert is the point of contact with the City of Ocoee @ 407-905-3100, Ext. 1516. This proposal to piggyback is made for your initial request of 20,000 gallons and can be used if you require additional sodium hypochlorite deliveries.

In addition to the guaranteed pricing, the City of Lake Worth will achieve additional cost savings in three areas with the Odyssey Ultrachlor. First, Odyssey Ultra Chlor contains virtually no metal impurities. This lack of metal impurities (primarily nickel and cobalt) means less gassing of the bleach which is a form of decomposition and translates to a significantly longer half-life (e.g., lower decomposition rate) on the order of magnitude of 10% to 100%. This factor by itself should decrease total consumption by approximately 10% or so depending on how long the product is stored prior to being used thus resulting in cost savings. Second, additional cost savings will also result from reduced O&M expenses since you will not have any feeder system pluggages caused by high suspended solids (e.g., the black goo on the inside of sodium hypochlorite tanks) or gassing (from metal impurities). Third, Odyssey has demonstrated the ability in the past to respond to chemical system emergencies when other chemical suppliers were unable to do so.

Other benefits include reduced bromate levels (a known carcinogen which became regulated in drinking water beginning January of 2004) and reduced perchlorate and chlorate levels (EPA has stated that they intend to regulate these substances in drinking water when more toxicity data from ongoing studies is available but for now are regulating them through NSF). Another advantage is that Odyssey never misses a delivery!

As the longest continuous running chlor-alkali manufacturing facility in the country, Odyssey Manufacturing Co. can offer a unique combination of high quality combined with a very competitive cost structure. We make our raw materials (chlorine and caustic) on-site out of highly purified salt and demineralized water utilizing a membrane cell electrolysis process. Not only does this process

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

result in high quality bleach but also makes our product cost very competitive as we do not have to pay out of state third parties to make the raw materials for us and have them shipped down by railcar. This is the reason we are able to offer this fixed pricing with no price protection for the upcoming three years while providing a superior quality product.

Several key points about Odyssey and its offer to supply of sodium hypochlorite (a.k.a. "bleach"):

- Sodium hypochlorite is the only product that you purchase that has a very short shelf life. The shelf life is greatly impacted by the quality of the sodium hypochlorite. One could easily feed twice as much product with poorer quality bleach and a 10% savings in unit cost could be overshadowed by a 50% increase in usage. It usually takes about four to five deliveries to "flush out" all the impurities found in competitor's sodium hypochlorite before you begin to see the dramatic usage savings.
- Sodium hypochlorite is the only product that decomposes by "off-gassing". High quality sodium hypochlorite will not off-gas which leads to vapor locking of the chemical feed equipment. A high quality sodium hypochlorite will not lock up chemical feed equipment because of sludge. Many power plants had some of these problems with other sodium hypochlorite manufacturers prior to using Odyssey!
- Odyssey offers un-paralleled service and quality compared to its peers based on your own experience.
- Odyssey provides unlimited technical support as demonstrated by the support we have provided the water and wastewater treatment industry the past thirteen years with regard to their equipment.

Thank you for your consideration. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Allman', with a long horizontal line extending to the right.

Patrick H. Allman  
General Manager

**TERM CONTRACT FOR PURCHASE AND DELIVERY OF  
LIQUID SODIUM HYPOCHLORITE  
BID #B13-01**

THIS AGREEMENT is made this 6<sup>th</sup> day of November, 2012, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and **ODYSSEY MANUFACTURING CO.**, a Delaware corporation, whose mailing address is 1484 Massaro Blvd, Tampa, Florida 33619 (hereinafter referred to as the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City desires to purchase and have delivered from Contractor certain liquid Sodium Hypochlorite (the "Sodium Hypochlorite") as set forth in that certain Invitation to Bid #B13-01, and any amendments thereto being attached hereto as Exhibit "A"; and

**WHEREAS**, the Contractor has agreed to sell and deliver to the City the Sodium Hypochlorite pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Bid, the Contractor's Bid and any amendments thereto being attached hereto as Exhibit "B".

**NOW THEREFORE**, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Scope of Agreement.** The terms and conditions of Exhibit "A" attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Liquid sodium hypochlorite delivered under this Agreement shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

**Section 2. Term of Agreement.** This Agreement shall be for an initial term of one (1) three (3)-year initial term, with the initial term beginning on the date this Agreement is executed by the City (the "Effective Date"). This Agreement will automatically renew for two (2) additional separate one-year terms. The City or Contractor may refuse to exercise the renewal options by providing written notice of same not later than six (6) months before the expiration of a term.

**Section 3. Delivery and Compensation.** Contractor agrees to deliver to the City the Sodium Hypochlorite as specified in Exhibit "A" for the amount specified in Exhibit "B" within two (2) calendar days of receipt of an order therefor, and must make emergency deliveries within twenty-four (24) hours. The price of the Sodium Hypochlorite shall be fixed for the initial term of this

agreement and shall not be subject to any price escalation, fuel surcharges, delivery fees, or other hidden charges. The City agrees to consider requested price increases for each renewal year. The City may submit any number of City Purchase Orders to Contractor during the term of this Agreement for delivery of Sodium Hypochlorite on an as-needed basis.

**Section 4. Payment.** All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Sodium Hypochlorite for which payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 150 North Lakeshore Drive, Ocoee, Florida 34761-2258.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE: City Agreement #B13-01 – Liquid Sodium Hypochlorite Term Contract**

**Section 5. General Conditions.**

A. **Patents and Copyrights.** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in connection with the sale and delivery of the Sodium Hypochlorite, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Sodium Hypochlorite or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. **Termination for Default.**

1. The City has a right to terminate for default if the Contractor fails to deliver the Sodium Hypochlorite within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
2. Failure of the Contractor to deliver the Sodium Hypochlorite within the time specified, or within a reasonable time as determined by the City or failure to replace defective Sodium Hypochlorite when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to deliver such Sodium Hypochlorite. In all such cases, the Contractor or its surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.

3. It is the responsibility of the Contractor to inform City of Ocoee that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between City of Ocoee and Contractor. Sodium Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

C. **Termination for Convenience.** The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Sodium Hypochlorite properly ordered and delivered prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

D. **Warranty.** City of Ocoee reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification. Three failures during any period of this contract shall constitute automatic termination of the Contractor's supply contract with City of Ocoee.

**ALL GOODS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.**

**THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY SODIUM HYPOCHLORITE DELIVERED UNDER THIS AGREEMENT.**

E. **Time of Completion.** The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Sodium Hypochlorite shall be delivered within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including

default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby. However, under such circumstances as described herein, the City may at its discretion, terminate this Agreement for the convenience of the City.

- F. **Indemnification.** To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.
- G. **Replacement of Sodium Hypochlorite.** The Contractor shall promptly replace all Sodium Hypochlorite rejected by the City as faulty, defective, or otherwise failing to conform to this Agreement. The Contractor shall bear all costs of replacing or correcting such rejected Sodium Hypochlorite.
- H. **Right to Audit Records.** The City shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing.
- I. **Safety Measures.** The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public; as specified in Exhibit "A".
- J. **Familiarity With The Sodium Hypochlorite.** The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Sodium Hypochlorite to be delivered and the conditions surrounding same. The City will not be responsible for any alleged misunderstanding of the Sodium Hypochlorite to be delivered, or any misunderstanding of conditions surrounding same. It is understood

that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

- K. **Insurance.** Prior to commencement and until termination of work for or on behalf of the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit "A".

**Section 6. Miscellaneous Provisions.**

- A. Assignment of this Agreement shall not be made without the advance written consent of the City.
- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to its performance under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.
- D. This Agreement is considered a non-exclusive Agreement between the parties.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- F. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Any party shall initiate mediation by serving a written request for mediation on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference.
- G. The parties agree that this Agreement was entered into in Orange County, Florida, and that the performance of the parties under this Agreement shall be deemed to be accomplished in Orange County, Florida, and that payment is due in Orange County, Florida, and that the venue for any mediation, collection or enforcement action under this Agreement shall be in Orange County, Florida. The exclusive venue of any litigation or other judicial proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The laws of the

State of Florida shall govern the validity, construction and performance of this Agreement without reference to its conflict of laws provisions.

- H. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the delivery of the Sodium Hypochlorite covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
  
- I. This Agreement, including Exhibit "A" and Exhibit "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

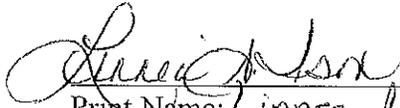
*[Signature Page Follows]*

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

WITNESS:

CONTRACTOR:

ODYSSEY MANUFACTURING CO., a Delaware corporation

  
Print Name: Linnea A. Ison

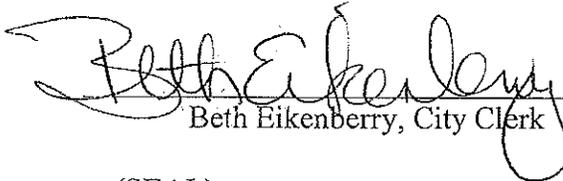
By:   
Name: Patrick H. Altman  
Title: General Manager

  
Print Name: Tiffany Thaxton

CITY:

CITY OF OCOEE, FLORIDA

ATTEST:

  
Beth Eikenberry, City Clerk

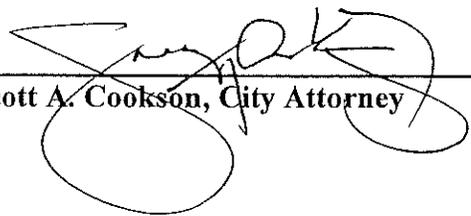
By:   
S. Scott Vandergrift, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this 6th day of Nov, 2012.

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON OCTOBER 16, 2012 UNDER AGENDA ITEM NO. F.4.

SHUFFIELD, LOWMAN & WILSON, P.A.

BY:   
Scott A. Cookson, City Attorney

**ODYSSEY**  
MANUFACTURING CO.

February 16, 2012

Mr. Marvin Rakes  
Odyssey Manufacturing Co.  
1484 Massaro Boulevard  
Tampa, Florida 33619

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS AND  
CONTRACTS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

Odyssey Manufacturing Co. is a Delaware corporation licensed to do business in the State of Florida. Patrick H. Allman, Odyssey Manufacturing Co.'s General Manager, has the authority to sign all bid documents and contracts on behalf of Odyssey Manufacturing Company.

Sincerely,



Marvin T. Rakes  
President

**CORPORATE SEAL**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2012

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 Stahl & Associates Insurance, Inc. 110 Carillon Parkway  St. Petersburg FL 33716	CONTACT NAME: Sonja Waters	
	PHONE (A/C No. Ext): (727) 391-9791 FAX (A/C No.): (727) 393-5623 E-MAIL ADDRESS: sonja.waters@stahlinsurance.com	
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd  Tampa FL 33619	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Surplus Lines Ins	10172
	INSURER B: Ace Fire Underwriters Ins Co	20702
	INSURER C: Zenith Insurance Company	13266
	INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1292115673 REVISION NUMBER:

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 SUBR INSR 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		G24092975004	10/1/2012	10/1/2013	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	H08450377	10/1/2012	10/1/2013	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"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	G24092987004	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED RETENTIONS \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Z066828608	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS below					
A	Pollution Liability Ded \$10,000 Ea Poll Cond		G24092999004	10/1/2012	10/1/2013	Policy Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Contract #1516 - Liquid Sodium Hypochlorite Supply Term Contract. City of Ocoee is listed as additional insured with respects to general liability, auto liability and umbrella policy. General Liability is Primary and Non-Contributory. Waiver of subrogation in favor of City of Ocoee applies to general liability and workers compensation. 30 days prior written notice of cancellation except for 10 days for non-payment.

<b>CERTIFICATE HOLDER</b>  City of Ocoee 150 N Lakeshore Drive Ocoee, FL 34761	<b>CANCELLATION</b>  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  Kelly Petzold/WATERS <i>Kelly Petzold</i>

**EXHIBIT "A"**

**INVITATION TO BID #B13-01  
AND ANY AMENDMENTS THERETO**

[See Attached Sheets]

Mayor  
S. Scott Vandergrift

City Manager  
Robert Frank



Commissioners  
Gary Hood, District 1  
Rosemary Wilsen, District 2  
Rusty Johnson, District 3  
Joel Keller, District 4

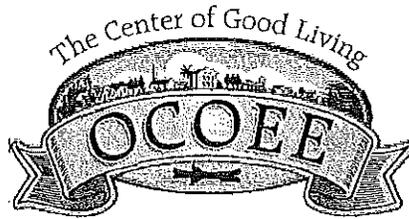
## **CITY OF OCOEE**

### **INVITATION TO BID #B13-01**

# **LIQUID SODIUM HYPOCHLORITE TERM CONTRACT**

Mayor  
S. Scott Vandergrift

City Manager  
Robert Frank



Commissioners  
Gary Hood, District 1  
Rosemary Wilsen, District 2  
Rusty Johnson, District 3  
Joel Keller, District 4

September 19, 2012

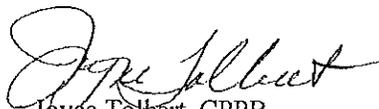
**ADDENDUM NO: ONE (1)**  
**CITY OF OCOEE**  
**BID #B13-01**  
**LIQUID SODIUM HYPOCHLORITE TERM CONTRACT**

This addendum shall modify and become a part of the original bid documents for the liquid sodium hypochlorite term contract. This addendum consists of one (1) page. Bidders shall acknowledge receipt of Addendum One (1) in the space provided on page 17 of the bid documents. Failure to do so may subject the bidder to disqualification. The bid date remains the same.

Answers to questions received and/or amendments to the bid documents are as follows:

Questions:

- Q1. Are there previous bid tabulations available for this project?
- A1. There are no previous bid tabulations as this is the first time the City has bid out liquid sodium hypochlorite. The City has always "piggybacked" other agencies' contracts that have been bid out. In the past, the City has piggybacked the City of Oviedo's contract; and is currently piggybacking Sarasota County's contract #111333HR; Sarasota's contact number is 941.650.9162. The amount the City is currently paying is \$.70 per gallon.
- Q2. On page 4, under INTENT, and on page 18, under GENERAL REQUIREMENT, you specify liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine. On page 22, item 6.3, you specify 12.0 Trade Percent Available Chlorine. Please note that 12.0 % equates to 120 grams per liter and 12.5% equates to 125 grams per liter. We are not clear as to what your exact spec should be.
- A2. The specification is for a **minimum** of 12.0 Trade Percent Available Chlorine. Revise all references of 12.5% to a minimum of 12.0%.

  
Joyce Tolbert, CPPB  
Purchasing Agent

cc: Tom King, Utilities Facility Manager  
Charles Smith, P.E, Utilities Director

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FOR  
BID #B13-01  
LIQUID SODIUM HYPOCHLORITE TERM CONTRACT**

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**SCOPE OF WORK/SPECIFICATIONS, BID FORM**

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\*Submit with Bid

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### **Invitation to Bid**

The City of Ocoee, Florida, (the "City") is soliciting sealed bids for the following project: **Bid #B13-01 Liquid Sodium Hypochlorite Term Contract**. Bids will be received at the office of Joyce Tolbert, CPPB Purchasing Agent, Finance/Purchasing Department, Second Floor, 150 North Lakeshore Drive, Ocoee, Florida 34761 **until 2:00 pm, local time, on October 2, 2012. Bids received after that time will not be accepted under any circumstances.** Sealed Bids that have been timely received will be publicly opened and read aloud at that time. No Pre-bid conference is scheduled at this time. Prospective bidders may secure a copy of the documents required for submitting a bid through Onvia/Demandstar by accessing the City's website at <http://www.ocoe.org> under Finance/Purchasing. Partial sets of the documents required for submitting a bid will not be issued. By using Onvia/Demandstar, prospective bidders will be provided with all addendums and changes to the project requirements. Membership with Onvia/Demandstar is not required to submit a bid; fees may apply for non-members. Persons other than prospective bidders may inspect the documents required for submitting a bid at the Ocoee City Hall City Clerk's Office, 150 N. Lakeshore Drive, Ocoee, FL 34761. Persons inspecting the documents at the City Clerk's office that request copies will be required to pay a fee as prescribed by statute. Beth Eikenberry, City Clerk, September 2, 2012.

**CITY OF OCOEE  
INVITATION TO BID #B13-01  
LIQUID SODIUM HYPOCHLORITE TERM CONTRACT**

**INTENT:**

Sealed bids for Bid #B13-01 will be received by the City of Ocoee, hereinafter called "City" or "Owner," by any person, firm, corporation or agency submitting a bid for the work proposed, hereinafter called "Bidder" or "Respondent".

The proposed Contract will be for furnishing and delivering liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) to meet the water production demands of the City, in accordance to the "Scope of Work/Specifications/Bid Form" sections of this Invitation to Bid.

**BIDDING INSTRUCTIONS:**

- A. Each Bidder shall furnish the information required on the bid form supplied and each accompanying sheet thereof on which an entry is made. Bids submitted on any other format shall be disqualified. Please check your prices before submission of bid, as no changes will be allowed after bid opening. Bids must be typewritten or handwritten using ink. Do not use pencil. No erasures are permitted. Mistakes may be crossed out and the correction typed adjacent and must be initialed and dated by the person signing the bid. Bid documents must be signed by a legally responsible representative, officer, or employee and should be properly witnessed and attested. All bids should also include the name and business address of any person, firm, or corporation interested in the bid, either as a principal, member of a firm, or general partner. If the Bidder is a corporation, the bid should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.
- B. Any **questions or concerns** regarding this bid should be addressed in writing to the Finance Department, City of Ocoee, FL, Attention: Joyce Tolbert, CPPB, Purchasing Agent (407) 905-3100, extension 1516, fax (407)905-3194, or email preferred [jtoltbert@ci.ocoee.fl.us](mailto:jtoltbert@ci.ocoee.fl.us) , and must be received not later than **2:00 P.M. on September 25, 2012**. Any clarifications/changes will be made by way of written addenda only, issued by the Finance Department. Bidders should not contact other City staff or other City consultants for information before the bid award date. Any contact with any other member of the City Staff, City Commission, or its agents during this time period may be grounds for disqualification.
- C. This bid must be received as one (1) original and one (1) copy, of the required submittals only, by the Finance Department **not later than 2:00 P.M., local time, on October 2, 2012**. Bids received by the Finance Department after the time and date specified will not be considered, but will be returned unopened. "Postage Due" items will not be accepted. Bids transmitted by fax or e-mail will not be accepted. Bids shall be delivered in a sealed envelope, clearly marked with the bid number, title, and opening date and time to:

**City of Ocoee  
Finance Department  
Attention: Joyce Tolbert, CPPB, Purchasing Agent  
150 N Lakeshore Drive  
Ocoee, FL 34761-2258**

- D. Bids will be publicly opened and read aloud in the Ocoee City Hall Conference Room, 150 N. Lakeshore Drive, Ocoee, Florida 34761-2258 at 2:01 P.M., or as soon thereafter as possible, on the above-appointed date. Bidders or their authorized agents are invited to be present. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

- E. All Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the bid, such as:
- a) Bid Security in the form of a Cashier's or Certified check or Bid Bond;
  - b) List of References/Experience;
  - c) List of Subcontractors/Temporary Worker Agencies;
  - d) Equipment Listing;
  - e) Summary of Litigation;
  - f) Bid Form
  - g) Items listed under the "Bidder Checklist" in the Scope of Work/Specifications Section.
  - h) Any other information specifically called for in these Bid Documents.
- F. **Submission of a bid shall constitute an acknowledgment that the Bidder has complied with Paragraph E.** The failure or neglect of a Bidder to receive or examine a bid document shall in no way relieve it from any obligations under its bid or the contract. No claim for additional compensation that is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work will be allowed. All items quoted shall be in compliance with the bid documents/scope of work.
- G. No Pre-Bid Conference has been scheduled for this project.
- H. Any response by the City to a request by a prospective Bidder for clarification or correction will be made in the form of a written addendum communicated through Onvia/Demandstar issued not later than twenty-four (24) hours before bid opening. It shall be the responsibility of each prospective Bidder to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning date and time of bid opening, at any time up to the date and time set for bid opening. In this case, bids that have been received by the City prior to such an addendum being issued will be returned to the Bidder unopened. **In case any Bidder fails to acknowledge receipt of any such Addendum in the space provided in the bid documents, its bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a bid will constitute acknowledgment of the receipt of the Bid Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Bidders are cautioned that any other source by which a Bidder receives information concerning, explaining, or interpreting the Bid Documents shall not bind the City.
- I. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid:
- a) Submission of more than one (1) bid for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
  - b) Evidence of collusion between or among Bidders;
  - c) Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
  - d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
  - e) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its bid.
- J. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of

real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2)(a), Florida Statutes.]

- K. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.
- L. No bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for the bid opening. A request for withdrawal or a modification of a bid may be submitted to the Purchasing Agent, in writing, at any time prior to the deadline for submitting bids. After expiration of the deadline for receiving bids, no bid may be withdrawn or modified.
- M. **The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids if, in the City's discretion, the City determines that it is in the City's best interest to do so.**

**The City reserves the right to award the contract to the Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.**

(Remainder of page left blank intentionally).

## GENERAL TERMS & CONDITIONS:

### 1. **BID SECURITY:**

- a) Each Bid must be accompanied by a Cashier's/Certified Check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to ONE THOUSAND DOLLARS (\$1,000.00) (**see paragraph f. below**). A combination of any of the former is not acceptable. Cash or company check will not be accepted as Bid Security. The cashier's check or Bid Bond is submitted as a guarantee that the respondent, if awarded the Contract, will after written notice of such award, enter into a written Contract with the City and as a guarantee that the respondent will not withdraw its bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids, in accordance with the accepted bid and bid documents. Please note that Cashier's/Certified Checks will be deposited.
- b) In the event of withdrawal of said bid within ninety (90) days following the opening of bids, or respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the bid invitation after issuance of Notice of Intent to Award by the City, then such respondent shall be liable to the City in the full amount of the check or bid bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the bid bond as liquidated damages and not a penalty.
- c) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.
- d) The cost of the required bond and required insurance coverage is to be included in the respondent's overhead and is not eligible for reimbursement as a separate cost by the City.
- e) The checks of the three (3) most favorable respondents will be returned within three (3) days after the City and the successful respondent have executed the contract for work or until the 91<sup>st</sup> day after bid opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of bids. Bid Bonds will be returned upon request following the same criteria as a check.
- f) **In lieu of providing a bid security, the Respondent may provide documentation that their business has been active with the Secretary of the State of Florida for a minimum of three (3) years. Respondent warrants by virtue of bidding the prices in his bid response will be good for an evaluation period of ninety (90) days from the date of bid opening.**

### 2. **PERFORMANCE AND PAYMENT BONDS**

Not Required.

### 3. **DEFAULT:**

As a result of bids received under this Invitation, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are

corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

4. **PATENT INDEMNITY:**

Except as otherwise provided, the successful Bidder agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder.

5. **PRICING:**

Pricing should be provided as indicated on the Scope of Work/Bid Sheet attached. Please note that alternate bids will not be accepted unless specifically called for on the Scope of Work/Bid Sheet. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct. Cost of preparation of a response to this bid is solely that of the bidder and the City assumes no responsibility for such costs incurred by the bidder. The minimum and maximum quantity of annual purchases is unknown. The numbers shown on the Bid Form are approximate for estimating purposes only and are not a guarantee of quantities that will be purchased by the City.

The Bid form may not be completed in pencil. All entries on the Bid form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Bidder to clarify an illegible entry on the Bid form. If the Bid form requires that the Bid price, or constituent portions of the Bid price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Bid form should be provided by the Bidder and be correctly computed. If there is an arithmetical conflict, between the unit price stated by the Bidder on the Bid form and the total price stated by the Bidder on the Bid form, the unit price stated by the Bidder on the Bid form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Bid form to calculate the total price, utilizing the unit prices that have been identified by the Bidder. The taking of such action by the City shall not constitute grounds for the Bidder to withdraw its bid nor shall it provide a defense constituting discharge of the bid bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error or other irregularity that may appear on the Bid form. However, the City reserves the right to reject as non-responsive Bid forms that are incomplete or contain information that is not required.

- a) The Bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.
- b) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- c) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor;
- d) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- e) Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Purchasing Division; and

- f) Bidder agrees that supplies/services furnished under this quotation, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

6. **DISCOUNTS:**

- a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
- b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. **SAMPLES:**

See Scope of Work/Specifications section of this Invitation to Bid. Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of bid opening, same will be disposed of in the best interest of the City.

8. **AWARD CRITERIA/USE BY OTHER GOVERNMENTAL AGENCIES:**

Award will be made to the lowest responsible and responsive Bidder meeting the Specification; with price, product quality, safety record, previous performance, reliability, and a successful reference check, among the factors to be considered. City of Ocoee invites other utilities in the State of Florida to "piggyback" this Bid; however, City of Ocoee will not be responsible for any transactions between the successful Bidder(s) and any public entity that may elect to utilize this Bid.

9. **LITERATURE:**

If required by the scope of work, or the specifications, descriptive literature/brochures shall be included with this bid in order to properly evaluate make/model offered. Bids submitted without same may be considered non-responsive and disqualified.

10. **BID PROTESTS:**

All Bid Protests shall be submitted to the Purchasing Agent in the following manner:

1. A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

4. The bid protest **shall** be filed with the Purchasing Agent not later than three (3) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

5. The Purchasing Agent, on behalf of the Owner, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If Owner denies the protest, Owner may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. **PAYMENT TERMS:**

The City shall issue an official City Purchase Order for products based on the terms of the contract. Upon delivery and acceptance by the City, vendor shall submit an official invoice for payment. Payment for work completed will be made within (30) days of approved invoice. No payment will be made for products ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services, have been received and accepted by the City in the quality and quantity ordered.

The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. **CONTRACT:**

- a) The successful Bidder, hereinafter referred to as "Contractor," will be required to enter into a contract with the City. Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available. This Agreement shall consist of one (1) three (3)-year initial term, and two (2) separate one (1)-year renewal terms, each of which shall automatically commence on the anniversary of the Effective Date unless the City or Contractor exercises its option not to proceed with the renewal term. The City or Contractor may refuse to exercise the renewal options by providing written notice of same not later than six (6) months before the expiration of a term. The effective date of service under this supply agreement shall be approximately November 1, 2012.
- b) The City may in its sole discretion award any additional work, whether in the existing area, or in any additional area, to any third party, or such work may be performed by the City's employees. Contractor will be expected to cooperate with any or all other Contractors who may be performing work for the City.

13. **SAFETY REQUIREMENTS:**

The Bidder guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910, General Industry Standards, that are applicable in construction work.

- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) Assure that a certified first aid person is designated, phone numbers of physicians, hospital and ambulance services are posted (copy to Personnel Director, City of Ocoee) and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.
- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h) Scaffolds shall have guard rails on all open sides and secured to prevent displacement.
- i) Powder actuated stud guns or low velocity and/or similar powder actuated tools require eye and ear protection as well as to ensure that all unauthorized personnel are well clear.
- j) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- k) All heavy equipment must have, where applicable, (a) back-up alarms, (b) boom angle indicator, ( c ) load chart, (d) reeving, (3) fire extinguisher, (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- l) Construction material shall not be stored so as to block exits.
- m) Ground fault circuit interrupters are required on all electrical circuits not part of the permanent wiring of the building.
- n) Personal fall protection must be provided at elevations exceeding ten (10) feet.
- o) Per City Ordinance, any Contractor using construction dumpsters within the City of Ocoee must obtain these services through Superior Waste Services of Florida, Inc.

14. **DRUG-FREE WORKPLACE:**

If applicable, provide a statement concerning the Bidder's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program.

15. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that the Bidder does not and will not maintain or provide for the Bidder's employees any segregated facilities at any of the Bidder's establishments and that the Bidder does not permit the Bidder's employees to perform their services at any location, under the Bidder's control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed contractors for specific time periods) the Bidder will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the Bidder will retain such certifications in the Bidder's files.

The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. **STATEMENT OF AFFIRMATION AND INTENT:**

The Bidder declares that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Bidder certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Bid. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Bidder agrees to immediately notify the City in writing.

The Bidder further declares that a careful examination of the scope of services, instructions, and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the bid documents, and will meet or exceed the scope of services, requirements, and standards contained in the Bid documents.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Bidder offers and agrees that if this negotiation is accepted, the Bidder will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder. The bid constitutes a firm and binding offer by the Bidder to perform the services as stated.

17. **PUBLIC ENTITY CRIME STATEMENT:**

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for Bids as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**All Bidders who submit a Bid or Request for Bid to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the bid documents are qualified to submit a bid under Section 287.133, (2)(a), Florida Statutes.**

**18. PERMITS/LICENSES/FEEES:**

- a) Any permits, licenses or fees required will be the responsibility of the contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
- b) The City requires a City of Ocoee registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
- c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the contractor.

**19. INSURANCE REQUIREMENTS:**

The Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
- b) Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.
  - Include Waiver of Subrogation in favor of the City of Ocoee
- c) Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement **COMMERCIAL AUTOMOBILE COVERAGE**, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:
  - 1) Automobile Bodily Injury Liability & Property Damage Liability
    - \$1,000,000 Combined single limit per occurrence (each person, each accident)
    - All covered automobile will be covered via symbol 1
    - Liability coverage will include hired & non-owned automobile liability
    - Include Waiver of Subrogation in favor of The City of Ocoee
  - 2) Comprehensive General Liability (Occurrence Form) - this policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.

- \$2,000,000 GENERAL AGGREGATE
  - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
  - \$1,000,000 PER OCCURRENCE
  - \$1,000,000 PERSONAL & ADVERTISING INJURY
  - Include Waiver of Subrogation in favor of the City of Ocoee
- 3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
- 4) Owner's Protective Liability Insurance: **n/a for this project.**
- 5) Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
- \$1,000,000 PER OCCURRENCE
  - \$2,000,000 AGGREGATE
- 6) Commercial Umbrella:
- \$1,000,000 PER OCCURRENCE
  - \$2,000,000 Aggregate
  - Including Employer's Liability and Contractual Liability
- 7) Builders Risk: **n/a for this project**
- 8) Certificates of Insurance: Certificate of Insurance Form (see sample attached), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
- 9) The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.
- 10) Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

(remainder of page left blank intentionally)

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID JC FRAZE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED  Contractor's Name Address	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A: AX Best Rating A- or Better		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER/PROD. LTD. INSUR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RETIRED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ EA ACC \$ OTHER THAN AUTO ONLY: AGG \$
X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STAT. LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER Builders Risk				Any 1 Loc 100,000 Any 1 Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER	CANCELLATION
OCOEK01  City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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**SAMPLE**

20. **LIST OF SUBCONTRACTORS:**

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY  
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

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(If none, please so state, and attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

21. **EQUIPMENT LISTING:**

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

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22. **REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK**

The Bidder shall complete the following blanks regarding experience with similar type of work for the past five (5) years. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past five (5) years. **(See Scope of Work/Specifications Section for requirements).**

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE  
NUMBER/EMAIL ADDRESS/NAME OF CONTACT

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Have you any similar work in progress at this time? Yes \_\_\_ No \_\_\_  
Length of time in business \_\_\_\_\_

Bank or other financial references: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

23. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state, attach additional sheets if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. **ACKNOWLEDGEMENT OF ADDENDA:**

Bidder acknowledges receipt of the following addenda:

No. _____	Dated _____

(Remainder of page left blank intentionally)

CITY OF OCOEE  
BID #B13-01  
LIQUID SODIUM HYPOCHLORITE TERM CONTRACT

EXHIBIT A  
SCOPE OF WORK/SPECIFICATIONS

## Liquid Sodium Hypochlorite Specification

### 1. GENERAL REQUIREMENT

1.1 General: The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B300-10 for hypochlorite, except as modified or supplemented herein, to the City of Ocoee Utility Department.

1.2 Award: Award will be made to the lowest responsible and responsive Bidder meeting the Specification; with price, product quality, safety record, previous performance, reliability, and a successful reference check, among the factors to be considered. City of Ocoee invites other utilities in the State of Florida to "piggyback" this Bid; however, City of Ocoee will not be responsible for any transactions between the successful Bidder(s) and any public entity that may elect to utilize this Bid.

### 2. BIDDER QUALIFICATION / SUBMITTALS

2.1 Definition: For purposes of this Bid, the term "Bidder" shall be defined as the company submitting a Bid to City of Ocoee and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that the Bidder is using a subcontractor (a subsidiary or affiliated company would be considered a subcontractor) to either manufacture or deliver the product, the requested items (e.g., samples results, references, terminations, emergency response, regulatory actions, OSHA 300 logs and safety incidents) shall apply to these entities as well.

2.2 Bid Sample: Each prospective Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, lead, arsenic, chlorate, bromate, perchlorate and suspended solids (based on Filter Test time). The manufacturer's location shall be annotated on the sample results. The cost of the analysis shall be borne by Bidder. **The results of the analysis shall be submitted with the Bidder's Bid.**

2.3 NSF Sample Results: Each prospective Bidder shall submit a copy of the three most recent years of complete NSF sample results of their product from the manufacturing facility supplying their product which would serve the customer. City of Ocoee shall use these results to ensure compliance with the Specification. The results of the NSF sample analysis shall be submitted with the Bidder's Bid. Failure to submit this information or meet the requirements of the Specification may result in Bidder being disqualified.

2.4 Other Samples: Further, City of Ocoee reserves the right to take samples from Bidder's other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification and such a sample shall be judged representative of the Bidder's quality. City of Ocoee may choose to obtain a sample from any of Bidder's customers to ensure compliance with the Specification. In such event, City of Ocoee shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification may result in Bidder being disqualified.

2.5 References and Past Performance: Each prospective Bidder shall submit a list of at least five (5) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants in the past five (5) years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five (5) years. Failure to supply these lists may result in Bidder being disqualified.

2.6 Emergency Response: As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list with 24-hour access phone numbers of at least two degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. In addition, each Bidder shall furnish a list of five (5) emergency service calls they made to a customer outlining the details of the emergency and the Bidder's emergency response with a point of contact and phone number to verify the details. Failure to submit either list including its specific requirements may result in Bidder being disqualified.

2.7 Safety and Reliability: As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities that serve the Florida market (this does not pertain to FDOT fines or fees) for the past five (5) years. Additionally, the Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past five (5) years (if the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). Logs shall be submitted for the *entire* company in addition to any subsidiaries or subcontractors who will serve the Contractor. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("Safety Incidents") for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose the Regulatory Actions, OSHA 300 logs or Safety Incidents may result in Bidder being disqualified from bidding on this product.

2.8 Company Ownership: As part of assessing the Bidder's ability to serve, Bidder shall provide a listing of all its officers AND owners. Failure to list all owners and their percentage of ownership may result in Bidder being disqualified from bidding on this product.

### 3. COMMERCIAL CONDITIONS

3.1 Term: This Agreement shall consist of one (1) three (3)-year initial term, and two (2) separate one (1)-year renewal terms, each of which shall automatically commence on the anniversary of the Effective Date unless the City or Contractor exercises its option not to proceed with the renewal term. The City or Contractor may refuse to exercise the renewal options by providing written notice of same

not later than six (6) months before the expiration of a term. The effective date of service under this supply agreement shall be approximately November 1, 2012.

3.2 Pricing: All pricing shall be in terms of a price per gallon (freight prepaid FOB Destination to each City of Ocoee facility). The price of the sodium hypochlorite shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). City of Ocoee agrees to consider price increases for each renewal year.

3.3 Payment Terms: NET 30 days.

#### 4. DELIVERY REQUIREMENTS

- 4.1 Contractor shall make "normal" deliveries within two (2) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent City of Ocoee from running out of sodium hypochlorite in less than 24 hours. City of Ocoee shall endeavor to minimize the number of "emergency" deliveries.
- 4.2 All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. Destination to each City of Ocoee facility.
- 4.3 Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with City of Ocoee so the driver can gain access to the facility.
- 4.4 All deliveries of liquid sodium hypochlorite shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.
- 4.5 Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.
- 4.6 All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various City of Ocoee facilities.
- 4.7 City of Ocoee reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.
- 4.8 The Contractor shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).
- 4.9 The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. City of Ocoee reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

- 4.10 The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. City of Ocoee may reject a load if the equipment is not properly cleaned. Contractor shall furnish City of Ocoee an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, City of Ocoee will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If City of Ocoee's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.
- 4.11 Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

**5. DELIVERY LOCATIONS**

- 5.1 Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of City of Ocoee.
- 5.2 Split deliveries to multiple locations will be coordinated and accepted by City of Ocoee to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery.
- 5.3 Liquid Sodium Hypochlorite consumption at each location is an estimate only and City of Ocoee shall not be bound by these amounts in its contract with Contractor.

5.4 Delivery Locations:

<u>LOCATION</u>	<u>STORAGE CAPACITY</u>	<u>ESTIMATED ANNUAL QUANTITY</u>
City of Ocoee WWTP 1800 A.D. Mims Road Ocoee, FL 34761	3 - 1,100 GALLONS	80,000 GALLONS (~1,500 gallon Weekly Delivery)
Forrest Oaks WTP 8590 Hackney Prairie Road Ocoee, FL 34761	2 - 5,000 GALLONS	40,000 GALLONS (~1,000 gallon 10-11 Day Delivery)
South WTP 581 S. Maquire Road Ocoee, FL 34761	2 - 5,000 GALLONS	40,000 GALLONS (~1,000 gallon 10-11 Day Delivery)

## 6. PRODUCT MATERIAL REQUIREMENTS

- 6.1 Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.
- 6.2 It is the responsibility of the Contractor to inform City of Ocoee that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between City of Ocoee and Contractor.
- 6.3 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.
- 6.4 Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.
- 6.5 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.
- 6.6 Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:
- |             |              |
|-------------|--------------|
| Iron        | < 0.3 mg/L   |
| Copper      | < 0.03 mg/L  |
| Nickel      | < 0.03 mg/L  |
| Lead        | < 0.2 mg/L   |
| Arsenic     | < 0.2 mg/L   |
| Chlorate    | < 2,000 mg/L |
| Bromate     | < 20 mg/L    |
| Perchlorate | < 20 mg/L    |
- 6.7 The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.
- 6.8 The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*" Method co-developed by Dr. Bernard Bubnis of NovaChem and previously referenced in this Specification.

## 7. QUALITY ASSURANCE, SAFETY AND TRAINING

### 7.1 Sampling and Testing

- 7.1.1 All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in*

*Liquid Bleach” and “Suspended Solids Quality Test for Bleach Using Vacuum Filtration”, distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.*

- 7.1.2 The approved laboratories are listed below for all sampling and testing whether during the Bid period or after award. No other Laboratory shall be used unless expressly authorized as an Addendum to the Bid issued by City of Ocoee amending the Specification or an amendment to the contract between City of Ocoee and Contractor.

NovaChem Laboratories (formerly Novatek)	Thornton Laboratories	5172
College Corner Pike	1145 East Cass Street	
PO Box 608	Tampa, Florida 33602	
Oxford, Ohio 45056	Ph: 813-223-9702	
Ph: 513-523-3605	Fax: 813-223-9332	
Fax: 513-523-4025	Attn: Steve Thickett	

- 7.1.3 Sampling and Testing Prior to Unloading: The Contractor’s delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of City of Ocoee, the Contractor’s delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. City of Ocoee will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to City of Ocoee. The sample shall be considered representative of the lot. City of Ocoee reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by City of Ocoee that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing can not be completed within the 60-minute period, City of Ocoee shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, City of Ocoee has the right to procure a shipment from another source and this will failure to deliver shall constitute a second rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor’s supply contract with City of Ocoee.

- 7.1.4 Sampling and Test of Shipment After Unloading. City of Ocoee reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification. Three failures during any period of this contract shall constitute automatic termination of the Contractor’s supply contract with City of Ocoee.

- 7.1.5 Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-10, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

## 7.2 Manufacturer’s Laboratory Delivery Reports

7.2.1 A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to City of Ocoee.

7.2.2 The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

7.2.3 No deliveries will be accepted by City of Ocoee unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between City of Ocoee and Contractor.

### 7.3 Tank Cleanings

7.3.1 At any time during the performance of this Agreement, if City of Ocoee has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tank, the Contractor shall cleanout the tank at no charge to City of Ocoee within seven (7) days, unless such timeframe is extended by City of Ocoee. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant. The Contractor shall submit a procedure to City of Ocoee for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of City of Ocoee. Failure of the Contractor to cleanout the tank within seven (7) days after being served notice (or within any extension of this timeframe specified by City of Ocoee) shall be cause for immediate termination of the sodium hypochlorite supply between City of Ocoee and the Contractor.

## 8. OCCUPATIONAL HEALTH AND SAFETY

### 8.1 Contractor Safety Requirements

8.1.1 Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

8.1.2 Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor, must be accompanied by a Material Safety Data Sheet (MSDS).

### 8.3 Technical Assistance and Safety Training

8.3.1 Safe Handling and Equipment Operation Training. The Contractor shall provide an appropriate safe handling and equipment operation training course for liquid sodium hypochlorite within the first month of the contract, to all current City of Ocoee operations personnel and shall be available to conduct “refresher” courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to City of Ocoee.

8.3.2 Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge’s produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by City of Ocoee in its water treatment and wastewater treatment plants. The Contractor shall provide this assistance at no charge to City of Ocoee.

## 9. TERMINATION

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor’s contract to supply liquid sodium hypochlorite to City of Ocoee, and in addition to any other remedies, including the right to obtain cover and charge Contractor for the costs of cover, Contractor’s failure to comply with this Specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by City of Ocoee. These failures any three of which can result in termination of the contract, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid sodium hypochlorite to meet the Specification at anytime, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers with company cell phones, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any City of Ocoee emergency.

## 10. BIDDER’S CHECKLIST

The Bidder shall ensure the following information is included in their Bids:

- Pricing for the Sodium Hypochlorite
- List of Subcontractors, Subsidiaries and Affiliates
- Third Party Laboratory Analysis of Sodium Hypochlorite Sample
- Last Three NSF Sample Results for Proposed Manufacturing Location
- List of References (Five)
- List of Terminations/Debarments (Last Five Years)
- List of Safety Incidents (Last Five Years)
- Engineering and Emergency Response Support
- Emergency Service Calls (Five Documented Instances)
- Regulatory Actions for ALL manufacturing and distribution facilities
- Copy of OSHA Form 300A/300 logs (Last Five Years)
- Other Information on Company

- Copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities (Last Five Years)
- Documentation of Ownership AND list of Officers
- Any Exceptions Taken to the Specification (Any of which may result in Bidder's disqualification)

(Remainder of page left blank intentionally)

**EXHIBIT B  
 BID FORM  
 B13-01 LIQUID SODIUM HYPOCHLORITE TERM CONTRACT**

Item Number	Estimated Annual Quantity	Unit	Item Description	Unit Price	Total Bid (Quantity x Unit Price)
<b>1</b>	<b>160,000</b>	<b>Gallons</b>	<b>Liquid Sodium Hypochlorite</b>		

The quantities shown are for estimating purposes only and do not reflect the actual order quantity.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 FL License Number

\_\_\_\_\_  
 Authorized Officer (print)

\_\_\_\_\_  
 Signature

**EXHIBIT C  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Ocoee,  
Florida, as Owner, in the penal sum of, (\$1,000) \$ \_\_\_\_\_

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the B13-01 Liquid Sodium Hypochlorite Term Contract (Project).

**NOW THEREFORE**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision

of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or Bid as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	---

If Bidder is <b>SOLE PROPRIETORSHIP</b> , complete this signature block.	
<div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Individual's Signature)</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Individual's Signature)</div> <div style="margin-bottom: 10px;">doing business as _____</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">(Business Address)</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 45%; text-align: center;">(Telephone No.)</div> <div style="border-bottom: 1px solid black; width: 45%; text-align: center;">(Florida License No.)</div> </div>	<div style="margin-bottom: 20px;">(1) _____ (Witness)</div> <div style="margin-bottom: 20px;">(2) _____ (Witness)</div> <div style="text-align: center; margin-top: 20px;">(SEAL)</div>

If Bidder is <b>PARTNERSHIP</b> , complete this signature block.	
_____	(1) _____
(Partnership Name)	(Witness)
_____	(2) _____
(General Partner's Signature)	(Witness)
_____	(SEAL)
(General Partner's Name)	
_____	
(Business Address)	
_____	
(Telephone No.)	(Florida License No.)

If Bidder is **CORPORATION**, complete this signature block.

_____	(1) _____
(Corporation Name)	(Witness)
_____	(2) _____
(State of Incorporation)	(Witness)
By: _____	
(Name of Person Authorized to Sign - See Note 1)	
_____	(SEAL)
(Title)	
_____	
(Authorized Signature)	
_____	
(Corporation President)	
_____	
(Business Address)	
_____	
(Telephone No.)	(Florida License No.)

**SURETY**

<p>_____</p> <p style="text-align: center;">(Surety Business Name)</p> <p>_____</p> <p style="text-align: center;">(Principal Place of Business)</p> <p>By: _____</p> <p style="text-align: center;">(Surety Agent's Signature - See Note 2)</p> <p>_____</p> <p style="text-align: center;">(Surety Agent's Name)</p> <p>_____</p> <p style="text-align: center;">(Surety Agent's Title)</p> <p>_____</p> <p style="text-align: center;">(Business Name of Local Agent for Surety)</p> <p>_____</p> <p style="text-align: center;">(Business Address)</p> <p>_____</p> <p style="text-align: center;">(Telephone No.)      (Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) _____</p> <p style="text-align: center;">(Witness)</p> <p>(2) _____</p> <p style="text-align: center;">(Witness)</p> <p>Attest: (If Agency is a Corporation)</p> <p>_____</p> <p style="text-align: center;">(Corporate Secretary Signature)</p> <p>_____</p> <p style="text-align: center;">(Corporate Secretary Name)</p> <p style="text-align: center;">(Corporate Seal)</p>
--	---

**NOTES:**

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**ATTORNEY-IN-FACT AFFIDAVIT**

STATE OR COMMONWEALTH OF \_\_\_\_\_ )

COUNTY OR CITY OF \_\_\_\_\_ )

Before me, a Notary Public, personally came \_\_\_\_\_ known to me, and known to be the Attorney-in-Fact of \_\_\_\_\_, a \_\_\_\_\_ Corporation, which \_\_\_\_\_ (Surety Company) \_\_\_\_\_ (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

\_\_\_\_\_ were affixed by order and authority of said Company's Board of Directors, \_\_\_\_\_ (Surety Company)

and that the execution of the attached bond is the free act and deed of \_\_\_\_\_ (Surety Company)

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_.

**END OF SECTION**

**BID #B13-01 COMPANY INFORMATION/SIGNATURE SHEET**

**FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TELEPHONE (INCLUDE AREA CODE)

\_\_\_\_\_  
FAX (INCLUDE AREA CODE)

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

\_\_\_\_\_  
NAME/TITLE (PLEASE PRINT)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
FEDERAL ID #

\_\_\_\_\_  
Individual Corporation Partnership Other (Specify)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally Known \_\_\_\_\_ or

Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of Notary Public

**EXHIBIT "B"**

**CONTRACTOR'S BID  
AND ANY AMENDMENTS THERETO**

[See Attached Sheets]





**ODYSSEY**  
MANUFACTURING CO.

September 12, 2012

Ms. Joyce Tolbert, CPPB  
Purchasing Agent  
City of Ocoee  
Finance Department  
150 North Lakeshore Drive  
Ocoee, FL 34761

Re: **CITY OF OCOEE LIQUID SODIUM HYPOCHLORITE TERM CONTRACT**

- Encl:
- (1) State of Florida Department of State Corporation Status
  - (2) Bid Forms: Proposal Pages (16, 17, 27 - 35) and Specification Pages (25, 26)
  - (3) Authority to Sign Bid Letter
  - (4) Copy of NSF-60 Certification
  - (5) Affidavit of Compliance with AWWA B300-10 and NSF-60
  - (6) Third Party Laboratory Analysis of Sodium Hypochlorite
  - (7) Last Five Years of NSF Sample Results
  - (8) List of References
  - (9) Copy of OSHA Form 300A/300 Logs
  - (11) Material Safety Data Sheet (MSDS)
  - (11) Odyssey Manufacturing Co. Brochure
  - (12) Odyssey Manufacturing Co. Process Flow Chart
  - (13) EPA Settlement Letter dated August 6, 2008
  - (14) General and Plumbing Contractor's Licenses

Dear Ms. Tolbert,

Odyssey Manufacturing Company ("Odyssey") is pleased to submit our proposal for the above referenced Request for Proposal (RFP) for the supply of sodium hypochlorite in "tanker" or "bulk" loads only. Our proposal is based on delivery to the delivery locations specified in the RFP documents which are tanker accessible sites. In accordance with your instructions, we have enclosed one original of the "Proposal" and one copy.

Bid Security

In accordance with Paragraph 1 of the Instructions to Bidders, in lieu of submitting a Bid Bond, Odyssey instead has provided documentation that its business has been active with the Secretary of the State of Florida for a minimum of three (3) years (see Enclosure (1)). Odyssey has in fact been active since June 30, 1998 per Enclosure (1).

Officers

In accordance with Item A of the Instructions to Bidders, Odyssey is a Delaware Corporation registered to do business in the State of Florida. Stephen Sidelko is listed as the Secretary of the Corporation and he (or his family) owns 50% of the stock of the corporation. Duane Powell (or his family) owns the remaining 50% of the stock of the corporation. Both can be reached at 1484 Massaro Blvd., Tampa, Florida 33619. The only other listed officer is Marvin T. Rakes who is the President.

### Pricing

Odyssey Manufacturing is pleased to offer City of Ocoee a delivered price of \$.61 per gallon for its Ultrachlor 12.5 Trade Percent sodium hypochlorite (NET 30). This price is fixed and there are no fuel surcharges, delivery fees or any other hidden charges. Odyssey agrees to fix this price for three years as required. Thus, regardless of the economy and inflation, we are guaranteeing this price for three (3) years. Odyssey Manufacturing Co. will not use any subcontractors or affiliates in the performance of any work under this proposal. We are the only chemical manufacturer in Florida who always uses company drivers and does not use a subcontractor or separate company to make the deliveries. Enclosures (1) through (14) are provided to assist in City of Ocoee's Bid Evaluation.

### RFP Checklist Items

Additionally, Odyssey makes the following claims or warrants:

- Enclosure (2) are required Bid Forms submittals as outlined in the solicitation
- Enclosure (3) is an Authority to Sign Letter for Mr. Allman
- Enclosure (4) is the NSF-60 certification for Odyssey Ultrachlor sodium hypochlorite
- Enclosure (5) is an Affidavit of Compliance for Odyssey Ultrachlor in accordance with AWWA B300-10 and NSF-60
- Enclosure (6) is the last third party laboratory results for Odyssey Ultrachlor sodium hypochlorite as manufactured by Odyssey Manufacturing at its Tampa facility which will be serving the City of Ocoee.
- Enclosure (7) is the last five NSF third party laboratory results for Odyssey Ultrachlor sodium hypochlorite as manufactured at our Tampa facility which will be serving the City of Ocoee.
- Enclosure (8) is a list of References is Attached to aid in the Proposal Evaluation
- Emergency Response and Technical Support and also emergency points of contact would be our Patrick H. Allman, General Manager (cellular 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia, Marvin Rakes, President (cellular 813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State or the on-duty Plant Supervisor (800-ODYSSEY or cellular 813-340-9093). Mr. Allman has over twenty five years of industrial plant experience and is an acknowledged expert in chemical systems having designed over 1,000 systems in Florida including two for the City of Ocoee. Mr. Rakes has over twenty five years of experience managing the operational side of chemical distributors and manufacturers including ten years as the Operations Branch Manager of the largest chemical distributor branch on the East Coast. Odyssey has provided a list of emergency service calls to demonstrate its expertise in this area later in this proposal.
- Odyssey will use no subcontractors or affiliates in the performance of the work under this RFP.
- Safety is extremely important and should be a major consideration in the City of Ocoee' "informed decision process". Odyssey Manufacturing has one "Safety Incident" in the past

ten years for any chemical that it sells (defined as all chemical accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents"). Additionally, we would direct the City of Ocoee to the National Response Center website ([www.nrc.uscg.mil/download.html](http://www.nrc.uscg.mil/download.html)) where you can download all of the safety incidents of the various bidders. You will see that Odyssey does not have any but our competitors have over thirty. Additionally, please do a website search and call our reference list to ascertain not only our record but those of other suppliers. Our single incident occurred in September 2008 where 700 gallons spilled from a pressurized line during a delivery when a fitting snapped on the tanker before the tanker could be depressurized. Odyssey's General Manager was on-site within two and half hours and directed cleanup/dechlorination/follow-up sampling efforts.

- Odyssey Manufacturing has no "Terminations" as defined in your Solicitation in the past five years for any chemical that it sells. This is in sharp contrast to other chemical suppliers. Please do a website search or call our reference list to ascertain not only our record but those of other suppliers.
- We have also attached a copy of ALL of our OSHA 300/300A Logs to more fully demonstrate our low accident rate and commitment to safety (enclosure (9)). The RFP requires the logs be submitted for the entire company to include all of our facilities, locations, affiliates and subcontractors which we have done.
- Enclosure (10) is a Material Safety Data Sheet (MSDS)
- Company Brochure is Attached (see enclosure (11))
- Company Manufacturing Process Flow Chart is Attached demonstrating the superiority of Odyssey's manufacturing process with regard to quality and reliability (see enclosure (12))
- The City of Ocoee currently uses Odyssey Manufacturing Co. and can pull samples at any of its water treatment or wastewater treatment plants to ascertain the quality of its sodium hypochlorite.
- Odyssey has one incident with regard to fines, regulatory actions and consent orders relating to the operation of ALL of its manufacturing and distribution facilities since it began operations in March of 2000. This incident was a disagreement with the EPA on whether Odyssey had to file a "Manufacturer's Form R" for the production of chlorine gas under the public's Right to Know laws. Even though we don't manufacture chlorine gas as an end product, Odyssey agreed to pay a fine and file an "EPA Form A" going forward listing zero chlorine releases and emissions from manufacturing sodium hypochlorite from a brine solution. Enclosure (13) is a copy of the final settlement letter from the EPA dated August 6, 2008 is attached. This is a minor administrative matter relating to not filling out a form admitting that we don't have any chlorine gas releases or emissions. Note that the RFP did not require reporting of any FDOT fines (i.e., overweight tickets) since this has nothing to do with operation of its manufacturing and distribution facilities. This is in sharp contrast to other suppliers who have had significant numbers of fines, regulatory actions and consent orders relating to the operation of all of their facilities caused by actual pollution, chemical releases and spills, serious injuries and other significant safety violations.
- Odyssey takes no exceptions to the RFP solicitation
- Odyssey Manufacturing Co. is a Drug Free Workplace and has an active program in-place to randomly test its employees as documented by the fact our Worker's Compensation carrier provides us a 5% discount for our program on our rates.

#### Added Value and Service Support

Over the past eight years, Odyssey Manufacturing Co. has provided superior service to City of Ocoee including never missing a delivery, providing emergency support on several occasions and providing a significant amount of technical assistance *including several training classes, several technical*

*support visits, FDEP permitting assistance, engineering design and chemical system installation.* As you know, we are the only chemical manufacturer/distributor that is accessible to our customers and open for manufacturing and deliveries 24 hours per day and 7 days per week (including holidays) and can be reached @800-ODYSSEY or facsimile (813) 630-2589. We don't have an answering service but instead your after-hours phone call will be personally handled by a trained chemical plant supervisor. Additionally, Odyssey Manufacturing also agrees to continue to provide unlimited technical assistance to the City of Ocoee to assist it with its operations at no charge as part of the sodium hypochlorite supply. Such assistance includes, but is not limited to, operator training sessions, startup services, site inspections on behalf of the owner, drawing review, engineering and design. As a licensed plumbing and general contractor (see Enclosure (14)), Odyssey has performed over two thousand chemical system installations in the State of Florida and provided extensive service support to its customers including Ocoee to help maintain their chemical systems.

#### Reliability – Including Numerous Emergency Response Calls

Odyssey sets the standard for reliability in the marketplace. Odyssey has consistently provided the City of Ocoee a superior service and a superior product. As you know, we have never missed a delivery in over thirteen years of service to the water and wastewater treatment industry. Our service is legendary. Contrast this with the track record of our competitors. We done numerous emergency deliveries including most notably on Saturday, April 6, 2002, St. Johns County was run out of bleach by their then sodium hypochlorite supplier at the main water plant. St. Johns County contacted Jones Chemical, Allied Chemical and PB&S [now Brenntag] all of which declined to come. Only Odyssey Manufacturing Co. said they would come and we delivered a tanker of sodium hypochlorite on Saturday night within four hours of being called. This is un-paralleled service and was not matched by any of the other suppliers in the marketplace.

Missing chemical deliveries would be a serious problem for water and wastewater treatment plants who must chlorinate for public health reasons. Odyssey has never missed a chemical delivery to *any* customer in over thirteen years of its existence. This sharply contrasts with the delivery record of Allied Universal which has failed to make timely deliveries to its customers in the past. Specifically, these are just a few of the instances we had to make deliveries to their customers in the past few years alone. This list is remarkable when you consider that we serve 80% of the plants in Florida that use sodium hypochlorite (which is about 67% of all plants). Odyssey had to make an emergency delivery to the Town of Lantana Water Plant on Sunday, 10/18/09 to keep the customer from having to issue a boiled water notice (Reference: Clyde Ali, WTP Superintendent, 561-540-5751). Odyssey had to make an emergency delivery to the Village of Wellington on Friday, 12/5/08 to keep them from running out of hypochlorite (Reference: Sean McFarland, WTP Superintendent, 561-753-2465). Odyssey had to make an emergency delivery to the City of Ormond Beach WWT plant on 8/1/09 when I was told Allied refused to come and the customer ran out of bleach and called me on Sunday morning from their contact chamber as they were shoveling in HTH and we had bleach there in three hours (Reference: Sam Butler, City of Ormond Beach Chief Operator, 386-676-3592). Odyssey had to make an emergency delivery one weekend on 8/23/09 to the City of Port Orange WTP because I was told Allied was unable to come and previously we had to do the same thing in the past for this customer for the same reason back on 7/22/06. In both instances, had we not come the City of Port Orange would have run out of bleach and had to issue a boiled water notice (Reference: Steve Miller, City of Port Orange WT Chief Operator, 386-756-5380). Another emergency Sunday delivery we made on 5/11/08 to the Econ WTP for Orange County because Allied was unable to come according the operator and they were going to have to issue boiled water notices (Reference: Carlos Torres, Orange County, Production Section Water Superintendent, 407-254-9500/5505). Even more disturbing were the two emergency Saturday deliveries were made the day before Hurricane Charlie hit to Collier County because Allied had supposedly refused to make deliveries for over a week

(Reference: Steve Waller, Collier County, WWT Superintendent, 239-774-6886). Recently, Allied has refused to make a delivery to the JEA Nassau Regional WWTF on two occasions and the customer would have run out of sodium hypochlorite and had an FDEP violation had Dumont Chemical not bailed out JEA on 7/17/12 and 9/10/12 (Reference: Ken Snyder, Chief Operator, 904-476-0928). Also recently, Allied refused to make a caustic delivery to the City of Marathon on 9/6/12 and this has been a repeated pattern the past two plus years down there (Reference: Ted Yarborough, Area Manager, 305-797-6004). Also as you know, Odyssey pro-actively topped off our customer's tanks before each hurricane over the past thirteen years!

### Quality

Odyssey Manufacturing Co. represents the newest trend in the water treatment business – Chloralkali bleach superplants as a disinfection alternative. Odyssey Manufacturing is a relatively new venture that manufactures bulk sodium hypochlorite utilizing a Kvaerner Chemetics chlor-alkali plant integrated with a Powell Continuous Bleach Plant. We are focused primarily on municipal and private water and wastewater treatment along with industrial customers. As you know, this business was created primarily to serve many the Customers who are switching from chlorine gas to bulk sodium hypochlorite and need a competitively priced, reliable, high quality supply of sodium hypochlorite. As the only proven chlor-alkali manufacturing facility in Florida, we can offer a unique combination of high quality combined with a very competitive cost structure. We make our raw materials (chlorine and caustic) on-site out of purified salt and demineralized water utilizing a membrane cell electrolysis process. Not only does this process result in a high quality bleach, but also makes our product cost very competitive as we do not have to pay out of state third parties to make the raw materials for us and have them shipped down by railcar. As you know, chlorine gas railcar shipments to Florida have been suspended on twelve occasions over the past couple of years for up to four days due to terrorist threats and hurricanes. Thus, we are able to offer reliable service and guaranteed pricing which is a major benefit to our customers as they consider alternative suppliers. Additionally, this provides us a significantly higher level of reliability than any other Florida sodium hypochlorite manufacturer as we are not dependent on railcar shipments of chlorine gas into Florida.

Odyssey combines great service with the best quality bleach in Florida. Our sodium hypochlorite is a high strength product (12.5 Trade Percent Available Chlorine) with superior ratio control and without all the impurities that most bleach contains. What this means to you the Customer is:

- Low or zero metal contaminants resulting in significantly slower Product degradation leading to **overall cost savings due to reduced sodium hypochlorite consumption**
- Lower Maintenance Costs caused by pluggages and wear because of impurities in the bleach
- Improved Drinking and Effluent Water Quality
- Longer Warranties from your equipment suppliers
- Superior control of excess alkalinity of Product resulting in less overall chemical additional requirements and more stable chemical feed rates
- Less oxygen formation during storage and handling (e.g., which form bubbles in tank and lines) resulting in reduced downtime and more accurate Cl feed rates
- Lower levels of sodium chlorate formation resulting in improved water quality and reduced health concerns
- Significantly lower levels of bromate formation resulting in reduced public health concerns
- Lower suspended solids resulting in improved water quality and less feeder maintenance
- Minimal insoluble buildup on the inside of pipes and feeders resulting in better operations of the Customer's system

The City of Edgewater, City of Stuart and Port Orange threw out their previous supplier because of quality issues and are using a lot less bleach. Port Orange and Edgewater documented a 30% to 35% reduction in hypochlorite usage during FY 2009 when adjusted for flows after switching to Odyssey Manufacturing Co. (Reference: Steve Miller, City of Port Orange, WT Chief Operator, 386-756-5380 and Bob Polizzi, City of Edgewater, WT Chief Operator, 386-424-2490). Another data industry reference point would be Manatee County who tested Odyssey's bleach three times per week for three years and more recently tested Allied's bleach three times per week for the past eight years. They will tell you that Odyssey never once failed to meet their Specification and that Allied has failed to meet it on numerous occasions despite the fact they know the bleach is being tested (Reference: Bill Kuederle, Manatee County, WT Chief Operator, 941-746-3020).

### Technical Support

Odyssey is a licensed plumbing and general contractor who specializes in chemical system design, permitting, installation and repair. Odyssey has installed over 2,000 hundred "turn-key" chemical system installations, provided emergency and non-emergency service work on customer's chemical systems, provided equipment for chemical systems and provided significant engineering, training and technical assistance to our customers. As part of our chemical supply, we would provide unlimited technical, training and permitting assistance to our customers at no charge and service and maintenance work per the terms quoted. Much of this work has been done for the City of Ocoee over the past eight years! Please call our References to validate our customer support! Additionally, Odyssey more stocks tanks and chemical feed equipment than all the chemical equipment and chemical distributors in Florida put together.

### Typical Week

Last week was a typical week for Odyssey Manufacturing Co. and the following maintenance and emergency services work was performed for its customers:

- Fixed sodium hypochlorite storage tank leak and several piping leaks at Working Man Pool in Jacksonville.
- Replaced bad Chlorine Analyzer for Mid-Florida Lakes Utilities WTP in Leesburg.
- Setup temporary sodium hypochlorite tank and removed bad storage tanks at TOHO Water Authority Peabody WTP.
- Same day immediate response to 50 - 100 gph sodium hypochlorite leak into containment at Crystal River Nuclear Power Plant. Setup temporary tanks for remaining hypochlorite, pumped out hypochlorite and filtered spilled hypochlorite for re-use. Removed and disposed of old tank and decontaminated area and installed new 7,000-gallon tank (Odyssey is the only entity in Florida that has a 7,000-gallon tank in stock). Reference: Nick Maltese, Maintenance Manager, Crystal River Power Plant Complex, 352-464-7511, [nick.maltese@pgnmail.com](mailto:nick.maltese@pgnmail.com).
- Installed new ultrasonic level sensors and tank tie-downs for sodium hypochlorite tanks for Polk County Mann Road WTP.
- Replaced all of the plumbing on and around the sodium hypochlorite storage tanks to the pump skids at the Pasco County Land O Lakes WWTP due to leaks on system.
- Completed installation of new hydrogen peroxide tank and relocated chemical feed equipment at the Bonita Springs East WWTP. Previously, Odyssey had poured housekeeping pads and a containment wall on existing concrete foundation.
- Completed ammonium hydroxide system commissioning activities for the City of West Palm Beach IBIS Booster Station and placed the system into service.

- Redid the electrical power supply to the City of West Palm Beach feed pumps on their HFS system to comply with Health Department Inspection deficiency.
- Installed new chemical injection piping at the NEFCO Bio-Solids facility in West Palm Beach on their sulfuric acid system for Unit "A".
- Installed replacement 4,500-gallon sodium hypochlorite tank at the Aqua Utilities Fruitville Road WWTP.
- Installed new sodium hypochlorite injection piping at the Aqua Utilities Sebring Leisure Lakes WTP.
- Did service call to the City of Titusville to repair leaking tank fitting on ODOPHOS bulk storage tank at the D.B. Lee WWTP.
- Redid design and chemical injection piping for the City of Starke WTP sodium hypochlorite system.
- Added a second ammonium hydroxide injection line at the City of West Palm Beach WTP.

#### Technical and Emergency Support Capabilities

What separate Odyssey from other companies are both its technical expertise and its ability to provide emergency support. The following emergency and technical support along with technical assistance we have provided to Bay County over the past three years (note that Bay County is our furthest customer approximately a 7-hour drive from Tampa). This should clearly demonstrate Odyssey's commitment to the customer!

- 1) 08/17/11 - Stopped by and inspected sulfuric acid system at WTP request. Sent recommendations but made immediate recommendation to add quill at injection point on raw water line. This was a critical item that had left unchecked would have resulted in repairs that would have taken away the raw water supply to Bay County's water plant for a significant period of time. (Reference: Don Hamm, WTP Superintendent, 850-747-5703)
- 2) 04/06/11 - Sent service technician up on an emergency basis the same day of the call to the North Bay WWTP with 1,100-gallon Snyder captor loaner tank. The existing 4,400-gallon Poly Processing SAFE Tank began leaking alum out the bottom fitting after being filled. Odyssey pumped out the alum to our loaner tank and hooked it up. The tank and gasket were fine but the interior of the tank was all wavy. We installed second gasket. We filled the alum tank with water and bleach (it was filled with alga) and it passed this test(Reference: Larry Moyer, WWTP Superintendent, 850-286-3509)
- 3) 02/22/11 – Provided training at no charge to the operators for the North Bay WWTP on the sodium hypochlorite and bisulfite systems during the initial plant startup period(Reference: Larry Moyer, WWTP Superintendent, 850-286-3509)
- 4) 10/27/10 – Engineered permitted and installed sodium bisulfite and sodium hypochlorite systems at the new North Bay WWTF. (Reference: Larry Moyer, WWTP Superintendent, 850-286-3509)
- 5) 04/01/10 – Provided no cost engineering analysis with pricing to Paul Lackemacher with regard to bulk sodium hypochlorite vs. on-site generation of sodium hypochlorite. (Reference: Don Hamm, WTP Superintendent, 850-747-5703)
- 6) 08/13/10 – Completely rebuilt and redesigned the sodium hypochlorite system at the main WWTF resulting in significant savings because it allowed bulk deliveries of sodium hypochlorite in lieu of the more expensive drum deliveries. Additionally, the redesign

significantly improved operator safety as well. (Reference: Larry Moyer, WWTP Superintendent, 850-286-3509)

Odyssey has had a maintenance services agreement with Pasco County over the past six years. To provide additional information on the types of technical and emergency support Odyssey can provide, we have summarized some of the technical and emergency support we have provided to Pasco County over this timeframe:

- 1) 8/4/11 – Provided no charge technical assist visit to assess condition and design of hypochlorite system at the Shady Hills WWTP. (Mike Pierson, Chief Operator, 727-856-5251)
- 2) 7/22/11 - Got a phone call from Lead Operator at Wesley Center WWTP on Friday night that their clarifier hypochlorite tank was full and leaking bleach out the bottom. Had tanker and crew out early on the following Saturday morning and pumped out tank and took hypochlorite to another plant. Replaced the tank the following Wednesday (Cathy Borden, Chief Operator, 727-991-5613)
- 3) 7/21/11 – Got a phone call in late afternoon from Lead Operator at Sunburst WTP that the hypochlorite tank was leaking out the bottom fitting. Dispatched crew early next morning and pumped out and repaired tank and returned it to service. (David Flynn, Chief Water Operator, 727-992-0388)
- 4) 9/3/10 – Got a phone call from my driver on Friday night that one of the main hypochlorite tanks at Wesley Center WWTP split upon being filled and was leaking hypochlorite outside containment. Dispatched engineer (myself) and crew immediately and pumped out tank thereby preventing a reportable spill. Later, changed out both tanks and redid piping at this location. (Gerald Runge, Chief Operator, 813-991-5613)
- 5) 1/20/10 – At Pasco County's request, did analysis and sent notification letter with supporting design and technical information to Tampa FDEP Office to allow Pasco County to switch from aqueous ammonia to a much safer form of ammonia in ammonium sulfate. Subsequently, did a follow-up call with Gwen Shofner of the FDEP to secure approval for this change. This was done at no charge and saved Pasco County over \$10,000 in engineering fees (Jim Kaplan, WTP Manager, 727-834-3255)
- 6) 8/8/2007 – Redesigned the hypochlorite system at the Little Road WTP at no charge to allow the system to be able to properly function as the plant was changed from a WTP to a Booster Station. (Marvin Kaden, former WTP Manager, 813-415-5051)
- 7) 7/6/2006 – Redesigned caustic system at Little Road WTP to make significant safety and reliability improvements at no charge. (Marvin Kaden, former WTP Manager, 813-415-5051)
- 8) 12/7/2005 – Provided immediate site assessment of major hypochlorite spill at SE WWTP and provided detailed recommendations with regard to clean-up and corrective actions at no charge saving Pasco County significant sums of money and allowing Pasco County to provide immediate feedback to regulatory agencies. Subsequently, ran new piping and completely redid the hypochlorite system to prevent recurrence. (Scott Berge, Maintenance Manager, 727-847-8145)

- 9) 12/21/2005 – Installed new 850-gallon tank and containment at no charge at the Cypress Manor WWTP to replace existing 500-gallon tank that had no containment. (Scott Berge, Maintenance Manager, 727-847-8145)
- 10) 11/29/2005 – Got a phone call that the hypochlorite was leaking out into the containment. Sent crew out same day and pumped out tank and made repairs (John Fogg, Chief Operator, 813-783-8163)
- 11) 6/27/2005 – Got a phone call on Sunday morning that the 7,000-gallon hypochlorite tank burst and was spilling out hypochlorite on the ground at the Little Road WTP. Immediately dispatched tanker and service crew and pumped out tank and made repairs and had system back in service by noon and avoided a reportable spill. (Jim Kaplan, WTP Manager, 727-834-3255)
- 12) 6/25/2005 – Provided engineering design for temporary hypochlorite system at Lake Bernadette Well at no charge to support emergency contingency planning. (Marvin Kaden, former WTP Manager, 813-415-5051)
- 13) 10/24/2004 – Provided training tape from Chlorine Institute to Pasco County WWTP for their use at no charge. (John Fogg, Chief Operator, 813-783-8163)

Odyssey Manufacturing Co. routinely provides emergency support to its customers as demonstrated by the below instances which are only a small portion of the emergency response we have provided to our customers:

- 1) 8/10/11 – Hillsborough County (Glenn Yaney, Operations Manager, 813-448-4090). Customer called at 1400 and stated that the River Oaks WWTP surge tank was within two feet of overflowing and that the plant was at its maximum capacity and flows continued to run into plant from the excessive rains. They stated they had contacted the FDEP about the situation and the FDEP gave them permission to discharge to the creek if the wastewater was chlorinated and de-chlorinated. Setup emergency hypochlorite and bisulfite systems including delivery of the chemicals to a 3,000-gallon tank and was pumping hypochlorite by midnight.
- 2) 7/22/11 - Got a phone call from Lead Operator at Wesley Center WWTP on Friday night that their clarifier hypochlorite tank was full and leaking bleach out the bottom. Had tanker and crew out early on the following Saturday morning and pumped out tank and took hypochlorite to another plant. Replaced the tank the following Wednesday (Cathy Borden, Chief Operator, 727-991-5613)
- 3) 9/3/10 – Got a phone call from my driver on Friday night that one of the main hypochlorite tanks at Wesley Center WWTP split upon being filled and was leaking hypochlorite outside containment. Dispatched engineer (myself) and crew immediately and pumped out tank thereby preventing a reportable spill. Later, changed out both tanks and redid piping at this location. (Gerald Runge, Chief Operator, 813-991-5613)
- 4) 04/06/11 - Sent service technician up on an emergency basis the same day of the call to the North St. Johns WWTP with 1,100-gallon Snyder captor loaner tank. The existing 4,400-gallon Poly Processing SAFE Tank began leaking alum out the bottom fitting after being filled. Odyssey pumped out the alum to our loaner tank and hooked it up. The tank and

gasket were fine but the interior of the tank was all wavy. We installed second gasket. We filled the alum tank with water and bleach (it was filled with alga) and it passed this test.

- 5) 3/6/10 - City of Inverness (Gerry Lebeau, Utility Manager, 352-474-9051). Customer called Odyssey on Friday evening 3/5/10 and stated that their tank was leaking badly on the ground. Odyssey had a crew up there on Saturday morning 3/6/10 which pumped out the sodium hypochlorite to a temporary tank and kept the water plant on service.
- 6) 1/8/10 – JEA (Mike Richardson, Utility Supervisor, 904-665-6815) Customer called Odyssey on Friday morning that their sodium hypochlorite tank at the Norwood WTP was leaking badly into the containment. Odyssey dispatched a tanker and crew with temporary tank and pumped out the hypochlorite from the bad tank to the tanker. Additionally, Odyssey setup the temporary tank to allow the water plant to maintain continuous disinfection and remain in service.
- 7) 12/24/09 – Sarasota County Carlton WTP (Jim Conley, Water Production Manager, 352-861-1510) Got a phone call in the morning that their Peace River chlorination line installed several years earlier had broken and they had no way to disinfect the water they were sending out to their system from Peace River. Odyssey immediately dispatched a crew and had located and repaired the leak by that evening.
- 8) 10/18/09 – Town of Lantana (Clyde Ali, WTP Superintendent, 561-540-5751) Odyssey received a phone call on Sunday morning requesting an immediate emergency delivery to the Town of Lantana Water Plant to keep them from issuing a boiled water notice because their regular supplier had failed to make a delivery for over a week. Odyssey provided a delivery to the plant on three hours' notice.
- 9) 1/23/09 – City of Eustis WWTP (Rick Hoeben, WWTP Superintendent, 352-357-3777) Got a phone call that new sodium hypochlorite tank installed by Contractor was filled and leaking badly. Immediately dispatched tanker and crew with temporary tank and pumped out their tank to a temporary tank thereby avoiding a reportable spill. Came back and troubleshot problem and found that the contractor had cross-threaded the bolts on the bottom flange fitting and made confined space entry and did repair for the City of Eustis.
- 10) 5/11/08 – Orange County Econ WTP (Carlos Torres, Orange County, Production Section Water Superintendent, 407-254-9500/5505) Odyssey received a phone call on Sunday morning that they would have to issue a boiled water notice if they could not get a sodium hypochlorite deliver because their regular supplier had failed to make a delivery for a week and they were unable to get them to come despite repeated phone calls.

#### Added Value

Odyssey Manufacturing Co. believes its proposal offers the following "Added Value" Items that differentiate it from its competitors and all other chemical suppliers in the marketplace:

- 1) Odyssey offers fixed pricing for three years and accepts all risks of increased fuel costs, raw material costs and all other potential increases.
- 2) Odyssey offers "same-day" emergency deliveries at no additional charge.
- 3) Odyssey offers weekend and night deliveries at no additional charge.
- 4) Odyssey offers a 24/7 delivery ordering service so orders can be placed at night or on weekends when the order set-point is reached or if there is an after-hours emergency requiring a delivery.

- 5) After "business hours" phone calls are routed to a 24/7 manned Control Room where an experienced Chemical Plant Supervisor takes orders and dispatches tankers and other added value services.
- 6) Odyssey is the only contractor or chemical distributor in Florida who is a licensed general, underground and plumbing contractor who specializes in chemical system permitting, design, installation and maintenance services.
- 7) Odyssey is the only entity in Florida who stocks chemical feed pumps, chemical storage tanks and other associated chemical system parts and equipment.
- 8) Odyssey offers an assigned Account Manager, Patrick H. Allman, who is uniquely qualified to understand Ocoee' needs and is considered one of the leading experts on chemical systems and water and wastewater treatment issues.
- 9) Odyssey offers a free quarterly inspection of the sodium hypochlorite system at each site it delivers to by an experienced technician with a list of recommendations for service and repairs. This service includes cleaning out hypochlorite tanks at no charge if required.
- 10) Odyssey agrees to provide unlimited chemical systems training at no charge at each site it delivers to by experienced personnel who has taught over 100 classes to Utility personnel.

### Summary

Sodium hypochlorite is the most important chemical you purchase. Its use is mandated by an assortment of regulatory agencies and its failure can lead to severe consequences for the utility including system wide boiled water notices and hefty FDEP and EPA fines. Hypochlorite is very unique because of its essential use in water treatment, short shelf life, "just in time" delivery requirements and rapid degradation if fouled by impurities in the manufacturing process. Sodium hypochlorite is the only chemical the City of Ocoee purchases that if you leave it in a drum for one year will be completely gone. For example, a drum of 50% caustic will still be a drum of 50% caustic after one year. A drum of 12.5% sodium hypochlorite will be salt water after one year with no disinfection capability. A drum of 50% caustic laden with 2 ppm iron and other metals will still be a drum of 50% caustic after one week (or even after one year). A drum of 12.5% sodium hypochlorite containing 2 ppm iron and other metal impurities will be a drum of 5% - 6% sodium hypochlorite after one week and thus have half the disinfection power and require twice as much to be fed.

As you know, Odyssey provides a superior product for two reasons: (1) We have a superior process; and (2) We care about quality (we just don't pay lip service to it and tell you we are "improved" or just as good as Odyssey). Frankly, if 95% of our business was pool stores to which we delivered 8% - 9% bleach laden with iron, metals, sludge and other impurities to them because they don't care about quality why would we bother to spend an extra \$.20 per gallon to make the correct strength bleach and another \$.05 per gallon to properly filter the bleach? Instead, I would probably target the 4% of the municipal market which buys on "price per gallon" and not the total cost when usage and maintenance is factored in and sell them the same slop. This same group doesn't care when their bleach comes late or doesn't come at all either because they continue to put up with it as long as they perceive they are paying less per gallon. It is not what a company says they will do it is what they have consistently done in the past is what you will get!

The City of Ocoee should have a reputable supplier with a strong safety, reliability and quality record to serve their sodium hypochlorite needs for their Utility Department. Odyssey has been that supplier for the past five years. Integrity should matter in the water and wastewater treatment business and especially in public purchasing!

Please call our customers to compare Odyssey Ultrachlor with other suppliers! Because of its short shelf life, buying a superior quality sodium hypochlorite will result in significant savings. We have

examined your specifications and can comply with all the requirements. Additionally, we hereby provide written assurance of compliance with OSHA, EPA, NSF, and AWWA regulations and consent to provide samples to City of Ocoee for testing if requested. We also agree to provide a safe handling training course and "refresher courses" for all of your chemicals for the duration of the contract. We have never failed to or refused to make a chemical delivery for any product we have been awarded a purchase order. This is in stark contrast to other chemical manufacturers! We take no exceptions to the bid documents. You may take a sample of our sodium hypochlorite at any time from any one of your facilities or off of a truck at time of delivery. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @[www.odysseymanufacturing.com](http://www.odysseymanufacturing.com). Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Allman', with a long, sweeping horizontal line extending to the right.

Patrick H. Allman  
General Manager

# *State of Florida*

## *Department of State*

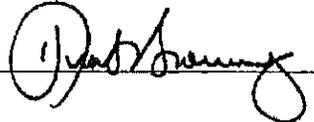
I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on June 30, 1998.

The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 17, 2012, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the  
Eighteenth day of January, 2012*



*Secretary of State*



Authentication ID: 700218657317-011812-F98000003732

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

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

20. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY  
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none, please so state, and attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.

21. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

23 Tractors - Leased from Ryder Truck Rentals  
25 Tankers - Owned  
1 Low Bay - Owned  
5 Trailers - Owned  
6 Service Trucks - Owned  
1 GPK Lift - Owned

22. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK

The Bidder shall complete the following blanks regarding experience with similar type of work for the past five (5) years. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past five (5) years. (See Scope of Work/Specifications Section for requirements).

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT

(see attached list)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you any similar work in progress at this time? Yes  No   
Length of time in business 13 years

## REFERENCES

### #1 REFERENCE

Company/Entity Name: <u>City of Port Orange</u>	
Address <u>4400 WELLFIELD ROAD</u>	
City <u>PORT ORANGE</u>	, State <u>FL</u> Zip Code <u>32129</u>
Contact Name: <u>Steve Miller</u>	Title: <u>Chief Water Operator</u>
Phone No: <u>(386) 756-5380</u>	Fax: <u>(386) 756-5472</u> Email: <u>smiller2@port-orange.com</u>
Delivery Date: <u>Weekly</u>	Location <u>Water Plant / Wastewater Plant</u>
Type of Product Supplied <u>Sodium Hypochlorite and Chemical System Services</u>	
<u>Governmental</u> or Private	~ Dollar Value of Contract \$ <u>400,000</u> <u>Annually</u>

### #2 REFERENCES

Company/Entity Name: <u>City of Jacksonville / JEA</u>	
Address <u>102 Kennan Blvd North</u>	
City <u>Jacksonville</u>	, State <u>FL</u> Zip Code <u>32225</u>
Contact Name: <u>Mike Richardson</u>	Title: <u>Operations Supervisor</u>
Phone No: <u>(904) 665-6019</u>	Fax: <u>(904) 665-4555</u> Email: <u>richmeq@jea.com</u>
Delivery Date: <u>Daily</u>	Location <u>Pudonour WTP</u>
Type of Product Supplied <u>Sodium Hypochlorite and Chemical System Services</u>	
<u>Governmental</u> or Private	~ Dollar Value of Contract \$ <u>2,000,000</u> <u>Annually</u>

### #3 REFERENCES

Company/Entity Name: <u>Village of Wellington</u>	
Address <u>7100 Wellington Trace</u>	
City <u>Wellington</u>	, State <u>FL</u> Zip Code <u>33414</u>
Contact Name: <u>Sean McFarland</u>	Title: <u>Chief Operator</u>
Phone No: <u>(561) 791-4037</u>	Fax: <u>(561) 791-4031</u> Email: <u>smcfarland@ci.wellington.fl.us</u>
Delivery Date: <u>Monthly</u>	Location <u>Sodium Hypochlorite &amp; Chemical System Services</u>
Type of Product Supplied <u>Water Plant</u>	
<u>Governmental</u> or Private	~ Dollar Value of Contract \$ <u>100,000</u> <u>Annually</u>
Company Name <u>Odyssey Manufacturing Co.</u>	

REFERENCES

#1 REFERENCE

Company/Entity Name:	City of Edgewater		
Address	3315 SR 442		
City	Edgewater	State FL	Zip Code 32132
Contact Name:	Bob Polizzi	Title:	Chief Water Operator
Phone No.:	(386) 424-2492	Fax:	(386) 424-2492
	Email: rpolizzi@cityofedgewater.org		
Delivery Date:	Weekly	Location	Water Plant
Type of Product Supplied	Sodium Hypochlorite and Chemical System Services		
Governmental or Private	Governmental	Dollar Value of Contract \$	100,000 Annually

#2 REFERENCES

Company/Entity Name:	Indian River County		
Address	1550 9th Street SW		
City	Vero Beach	State FL	Zip Code 32902
Contact Name:	Mike Verman	Title:	Operations Supervisor
Phone No.:	(772) 770-5068	Fax:	(772) 770-5271
	Email: mverman@irego.com		
Delivery Date:	Weekly	Location	South RD Plant
Type of Product Supplied	Sodium Hypochlorite and Chemical System Services		
Governmental or Private	Governmental	Dollar Value of Contract \$	200,000 Annually

#3 REFERENCES

Company/Entity Name:	Village of Wellington		
Address	7100 Wellington Trace		
City	Wellington	State FL	Zip Code 33414
Contact Name:	Sean McFarland	Title:	Chief Operator
Phone No.:	(561) 791-4037	Fax:	(561) 791-4031
	Email: sean.mcfarland@villageofwellington.fl.us		
Delivery Date:	Monthly	Location	Sodium Hypochlorite & Chemical System Services
Type of Product Supplied	Water Plant		
Governmental or Private	Governmental	Dollar Value of Contract \$	100,000 Annually
Company Name	Odyssey Manufacturing Co.		

Bank or other financial references: Bank of America  
Attn: Michelle Bain  
727-532-2835  
michelle.bain@baml.com

(Attach additional sheets if necessary)

23. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state, attach additional sheets if necessary.

(See below)

24. **ACKNOWLEDGEMENT OF ADDENDA:**

Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>9/19/12</u>
No. _____	Dated _____

(Remainder of page left blank intentionally)

Summary of Litigation

Odyssey Manufacturing Co. ("Odyssey") has had no claims or contract disputes with any of its customers or suppliers since its inception in 1999. The only litigation and claims against us in this period has been by Allied Universal ("Allied" - a competitor) which has repeatedly sued us and filed actions against us in court since 1999 with numerous false claims in an attempt to put us out of business, tortuously interfere with our business operations and to create excuses for their financial performance with respect to their investors and debtors. All of the lawsuits and claims are frivolous in nature and have no merit but are related to the services we provide in the regular course of business. The claims by Allied Universal are constantly being changed and amended over the years so it is difficult to put a dollar figure on them at any given point but are over seven figures in nature. Allied continually postpones the current cases and actions and so they are never expected to end.



### 8.3 Technical Assistance and Safety Training

8.3.1 Safe Handling and Equipment Operation Training. The Contractor shall provide an appropriate safe handling and equipment operation training course for liquid sodium hypochlorite within the first month of the contract, to all current City of Ocoee operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to City of Ocoee.

8.3.2 Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by City of Ocoee in its water treatment and wastewater treatment plants. The Contractor shall provide this assistance at no charge to City of Ocoee.

## 9. TERMINATION

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply liquid sodium hypochlorite to City of Ocoee, and in addition to any other remedies, including the right to obtain cover and charge Contractor for the costs of cover, Contractor's failure to comply with this Specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by City of Ocoee. These failures any three of which can result in termination of the contract, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid sodium hypochlorite to meet the Specification at anytime, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers with company cell phones, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any City of Ocoee emergency.

## 10. BIDDER'S CHECKLIST

- The Bidder shall ensure the following information is included in their Bids:
- Pricing for the Sodium Hypochlorite
  - List of Subcontractors, Subsidiaries and Affiliates
  - Third Party Laboratory Analysis of Sodium Hypochlorite Sample
  - Last Three NSF Sample Results for Proposed Manufacturing Location
  - List of References (Five)
  - List of Terminations/Debarments (Last Five Years)
  - List of Safety Incidents (Last Five Years)
  - Engineering and Emergency Response Support
  - Emergency Service Calls (Five Documented Instances)
  - Regulatory Actions for ALL manufacturing and distribution facilities
  - Copy of OSHA Form 300A/300 logs (Last Five Years)
  - Other Information on Company

- Copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities (Last Five Years)
- Documentation of Ownership AND list of Officers
- Any Exceptions Taken to the Specification (Any of which may result in Bidder's disqualification)

(Remainder of page left blank intentionally)

**EXHIBIT B  
 BID FORM  
 B13-01 LIQUID SODIUM HYPOCHLORITE TERM CONTRACT**

Item Number	Estimated Annual Quantity	Unit	Item Description	Unit Price	Total Bid (Quantity x Unit Price)
1	160,000	Gallons	Liquid Sodium Hypochlorite	\$ .61	\$97,600

The quantities shown are for estimating purposes only and do not reflect the actual order quantity.

10/1/12  
 \_\_\_\_\_  
 Date

Odyssey Manufacturing Company  
 \_\_\_\_\_  
 Company Name

CGC1516698/CFC057182  
 \_\_\_\_\_  
 FL License Number

Patrick Allman  
 \_\_\_\_\_  
 Authorized Officer (print)  
  
 \_\_\_\_\_  
 Signature

B13-01 Liquid Sodium Hypochlorite

**EXHIBIT C  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Ocoee,  
Florida, as Owner, in the penal sum of, (\$1,000) \$ \_\_\_\_\_

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ . The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the B13-01 Liquid Sodium Hypochlorite Term Contract (Project).

**NOW THEREFORE**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision

of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or Bid as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	---

If Bidder is <b>SOLE PROPRIETORSHIP</b> , complete this signature block.	
<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">(Individual's Signature)</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">(Individual's Signature)</div> <p>doing business as _____</p> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">(Business Address)</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 45%; text-align: center;">(Telephone No.)</div> <div style="border-bottom: 1px solid black; width: 45%; text-align: center;">(Florida License No.)</div> </div>	<div style="margin-bottom: 20px;">(1) _____ (Witness)</div> <div style="margin-bottom: 20px;">(2) _____ (Witness)</div> <div style="text-align: center; margin-top: 20px;">(SEAL)</div>

If Bidder is PARTNERSHIP, complete this signature block.	
_____	(1) _____
(Partnership Name)	(Witness)
_____	(2) _____
(General Partner's Signature)	(Witness)
_____	(SEAL)
(General Partner's Name)	
_____	
(Business Address)	
_____	
(Telephone No.)	(Florida License No.)

If Bidder is CORPORATION, complete this signature block.	
Odyssey Manufacturing Company (Corporation Name)	(1) <u>Anthony L Wood</u> (Witness)
Delaware (State of Incorporation)	(2) <u>Ronald V Williams</u> (Witness)
By: <u>Patrick Allman</u> (Name of Person Authorized to Sign - See Note 1)	(SEAL)
General Manager (Title)	
<u>[Signature]</u> (Authorized Signature)	
Marvin Rakes (Corporation President)	
1484 Massaro Blvd., Tampa, Florida 33619 (Business Address)	
<u>813/635-0339</u> (Telephone No.)	<u>CGC1516698/ CFC057182</u> (Florida License No.)

\* In lieu of a Bid Bond, the Instructions to Bidders allows the Bidder to provide documentation that their business has been active with the Secretary of the State of Florida for a minimum of three years. Attached is this documentation

**SURETY**

<p>_____</p> <p>(Surety Business Name)</p> <p>_____</p> <p>(Principal Place of Business)</p> <p>By: _____</p> <p>(Surety Agent's Signature - See Note 2)</p> <p>_____</p> <p>(Surety Agent's Name)</p> <p>_____</p> <p>(Surety Agent's Title)</p> <p>_____</p> <p>(Business Name of Local Agent for Surety)</p> <p>_____</p> <p>(Business Address)</p> <p>_____</p> <p>(Telephone No.)      (Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) _____</p> <p>(Witness)</p> <p>(2) _____</p> <p>(Witness)</p> <p>Attest: (If Agency is a Corporation)</p> <p>_____</p> <p>(Corporate Secretary Signature)</p> <p>_____</p> <p>(Corporate Secretary Name)</p> <p>_____</p> <p>(Corporate Seal)</p>
--	--

**NOTES:**

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**ATTORNEY-IN-FACT AFFIDAVIT**

STATE OR COMMONWEALTH OF \_\_\_\_\_ )

COUNTY OR CITY OF \_\_\_\_\_ )

Before me, a Notary Public, personally came \_\_\_\_\_ known to me, and known to be the Attorney-in-Fact of \_\_\_\_\_, a \_\_\_\_\_ Corporation, which \_\_\_\_\_ (Surety Company) \_\_\_\_\_ (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

\_\_\_\_\_ were affixed by order and authority of said Company's Board of Directors, \_\_\_\_\_ (Surety Company)

and that the execution of the attached bond is the free act and deed of \_\_\_\_\_ (Surety Company)

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_.

**END OF SECTION**

**BID #B13-01 COMPANY INFORMATION/SIGNATURE SHEET**

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

Odyssey Manufacturing Company  
COMPANY NAME

(813) 635-0339  
TELEPHONE (INCLUDE AREA CODE)

(813) 630-2589  
FAX (INCLUDE AREA CODE)

pallman@odysseymanufacturing.com  
E-MAIL ADDRESS

  
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

Patrick Allman, General Manager  
NAME/TITLE (PLEASE PRINT)

1484 Massaro Blvd.  
STREET ADDRESS  
Tampa, FL 33619  
CITY STATE ZIP

FEDERAL ID # 65-0846345

Individual  Corporation  Partnership  Other (Specify) \_\_\_\_\_

Sworn to and subscribed before me this 01 day of October, 2012.

Personally Known  or

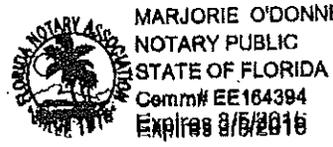
Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

Notary Public - State of Florida

County of Hillsborough

My O'Donnell  
Signature of Notary Public



Marjorie O'Donnell  
Printed, typed or stamped  
Commissioned name of Notary Public



**ODYSSEY**  
MANUFACTURING CO.

February 16, 2012

Mr. Marvin Rakes  
Odyssey Manufacturing Co.  
1484 Massaro Boulevard  
Tampa, Florida 33619

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS AND  
CONTRACTS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

Odyssey Manufacturing Co. is a Delaware corporation licensed to do business in the State of Florida. Patrick H. Allman, Odyssey Manufacturing Co.'s General Manager, has the authority to sign all bid documents and contracts on behalf of Odyssey Manufacturing Company.

Sincerely,

Marvin T. Rakes  
President

CORPORATE SEAL

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY

THE CLEAR SOLUTION

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

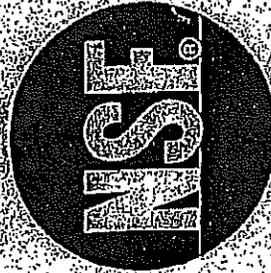
# NSF International

RECOGNIZES

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TAMPA, FL

AS COMPLYING WITH ANSI/NSF 60.  
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May 4, 2000

Certificate #25070/25070B

A handwritten signature in black ink, appearing to read "Stan S. Bazar".

Stan S. Bazar, General Manager  
Drinking Water Additives



**ODYSSEY**  
MANUFACTURING CO.

**AFFIDAVIT OF COMPLIANCE FOR**

CITY OF OCOCHEE

LIQUID SODIUM HYPOCHLORITE CONTRACT

This is to certify that as required, all sodium hypochlorite to be furnished under this Bid/Proposal will comply with AWWA Standard B300-10 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium hypochlorite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such.

Patrick H. Allman

General Manager

Attest

Secretary

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY  
THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

# NovaChem

Laboratories, Inc

Date: 12 July 2012

Call for results over the phone  
513-523-3605

## Sample Analysis Results Received 10 July 2012

Parameter	Bleach Rec'd 7/10/2012	
Wt% NaOCl	11.15	
GPL Available Chlorine	123	
Trade %	12.3	
Wt% NaOH	0.306	
Calculated pH	13.0	
Wt% Na <sub>2</sub> CO <sub>3</sub>	0.137	
Specific Gravity, g/mL	1.1619	
Bromate ion, mg/L	13	DL = 5 mg/L
Chlorate ion, mg/L	1,236	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.07	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, mg/L	77,183	
Sodium, g/L (estimate)	54	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.94	
Filter Test (1,000 mL)	0 min 50 sec (Millipore 0.8 uM, type AWWP)	

*Handwritten signatures and date:*  
A/A [Signature] B/BUBNIS 12 July 2012

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056

Tel: 513-523-3605, FAX: 513-523-4025

www.novachemlabs.com

E-Mail: bbubnis@novachemlabs.com





NSF International

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1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

Live Safer™

# TEST REPORT

Send To: 25070  
Mr. Patrick Allman  
Odyssey Manufacturing Company  
1484 Massaro Boulevard  
Tampa, FL 33619

Facility: 25071  
Odyssey Manufacturing Company  
1484 Massaro Boulevard  
Tampa FL 33619  
United States

Result	PASS	Report Date	28-MAR-2012
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI 60		
Description	Ultrachlor   Clear liquid		
Trade Designation	Ultrachlor		
Test Type	Annual Collection		
Job Number	A-00116230		
Project Number	9120157 (CLA, TEA)		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Clifton J. McEllan  
Clifton McEllan - Director, Toxicology Services

Date 28-MAR-2012



**General Information :**

Standard: NSF/ANSI 60  
 Chemical Name: Sodium Hypochlorite  
 DCC Number: DA02366  
 Date of Manufacture: 2/24/2012  
 Lot Number/Product Identifier: 2/24/2012  
 Maximum Use Level: 94 mg/L  
 Monitor Code: A  
 Physical Description of Sample: Clear liquid  
 Trade Designation/Model Number: Ultrachlor

Sample Id: S-0000882116  
 Description: Sodium Hypochlorite  
 Sampled Date: 07-Mar-2012  
 Received Date: 28-Feb-2012

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0929	Date exposure completed	07-MAR-2012
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	506 mg
Compound Reference Key:	SPAC		

**Normalization Calculation:**

Normalized Result = Test Result (ug/L) \* NF      Where NF = MUL (mg/L) \*  $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab</b>							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	10	Pass
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
<b>Volatile Organic Compounds (Ref: EPA 524.2)</b>							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass



Sample Id: S-0000882116

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab ( Continued )</b>							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-ter-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
ter-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	100	Pass

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A-00116230

Page 3 of 7

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Sample Id: S-0000882116

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab ( Continued )</b>							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.05)	8	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1000	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)		
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[THM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							

Sample Id: S-000088211B  
 Description: Sodium Hypochlorite  
 Sampled Date: 24-Feb-2012  
 Received Date: 28-Feb-2012

<b>Tox Normalization Information:</b> Calculated NF: 0.0000842 MUL: 94 mg/L Compound Reference Key: SPAC Miscellaneous Factor: .000000896	<b>Lab Normalization Information:</b> Date exposure completed: 29-FEB-2012
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Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab</b>							

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Sample Id: S-0000882118

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab ( Continued )							
Oxyhalides In Bleach by LCMS							
Perchlorate	mg/L	ND(1)		ND(1)	ND(0.08)		
Bromate	mg/L	ND(1)		ND(1)	ND(0.08)	5	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							



**Common Terms and Acronyms Used:**

- Sample..... Test result on the submitted product sample after prepared or exposed in accordance with the standard.
- Control..... Test result on a laboratory blank sample analyzed in parallel with the sample.
- Result..... Sample test result minus the Control test result.
- Normalized Result... Result normalized in accordance with the test standard to reflect potential at-the-lap concentrations
- ND()..... Result is below the detection level of the analytical procedure as identified in the parenthesis.
- DCC Number..... NSF document control code of the registered formulation of the product tested
- ug/L..... Microgram per liter = 0.001 milligram per liter (mg/L)
- SPAC..... Acceptance criteria of the standard (Single Product Allowable Concentration)

**References to Testing Procedures:**

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "\*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

**Testing Laboratories:**

	Id	Address
All work performed at: →	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105



*About the Standard:*

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



NSF International

Ann Arbor, MI

June 15, 2012

Mr. Patrick Allman  
Odyssey Manufacturing Company  
1484 Massaro Boulevard  
Tampa, Florida 33619

Dear Mr. Allman:

I have attached the October 2011 test results for the NSF/ANSI Standard 60 evaluation of the Odyssey Ultrachlor 12% sodium hypochlorite solution which resulted in a Pass, meeting all requirements of NSF/ANSI Standard 60: Drinking Water Treatment Chemicals-health effects.

Please contact me at your convenience with any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Purkiss". The signature is fluid and cursive.

Dave Purkiss  
General Manager  
Water Treatment and Distribution Systems  
NSF International  
Phone: +1-734-827-6855  
Email: Purkiss@nsf.org

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA  
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# TEST REPORT

RECEIVED  
NOV 07 2011  
BY: \_\_\_\_\_

Send To: 25070  
Mr. Patrick Allman  
Odyssey Manufacturing Company  
1484 Massaro Boulevard  
Tampa, FL 33619

Facility: 25071  
Odyssey Manufacturing Company  
1484 Massaro Boulevard  
Tampa, FL 33619

Result	COMPLETE	Report Date	31-OCT-2011
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI 60		
Description	Ultrachlor 12%   Sodium Hypochlorite		
Trade Designation	Ultrachlor 12%		
Test Type	Test Only		
Job Number	J-00106044		
Project Number	9098913		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Clifton J. Mclellan  
Clifton Mclellan - Director, Toxicology Services

Date 31-OCT-2011



General Information

Standard: NSF/ANSI 60
Chemical Name: SODIUM HYPOCHLORITE
DCC Number: DA02366
Lot Number/Product Identifier: 5/24/2011
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Sodium Hypochlorite
Test Description: Additional evaluation per customer's request
Trade Designation/Model Number: Ultrachlor 12%

Sample Id: S-0000859981
Description: Sodium Hypochlorite
Sampled Date: 19-Oct-2011
Received Date: 13-Oct-2011

Table with 2 main sections: Tox Normalization Information and Lab Normalization Information. Includes fields for Calculated NF, Preparation method used, MUL, Compound Reference Key, Date exposure completed, Final volume of solution, and Mass of material used.

Normalization Calculation:

Normalized Result = Test Result (ug/L) \* NF
Where NF = MUL (mg/L) \* Final Volume Of Solution (L) / Mass of Material Used (mg)

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Table with 8 columns: Testing Parameter, Units, Sample, Control, Result, Norm. Result, Acceptance Criteria(1), Evaluation Status. Lists various chemical elements and Volatile Organic Compounds with their respective test results and acceptance criteria.

FI2011103114437

J-00106044

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Sample Id: S-0000859981

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab ( Continued )</b>							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	100	Pass

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Sample Id: S-0000859981

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab ( Continued )</b>							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	8	Pass
Total Trihalomethanes	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1000	Pass
Total Xylenes	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

Sample Id: S-0000859982  
 Description: Sodium Hypochlorite  
 Sampled Date: 12-Oct-2011  
 Received Date: 13-Oct-2011

<b>Tox Normalization Information:</b> Calculated NF: 0.094 MUL: 94 mg/L Compound Reference Key: SPAC	<b>Lab Normalization Information:</b> Date exposure completed: 14-OCT-2011
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**Normalization Calculation:**

Normalized Result = Test Result (mg/kg) \* NF

Where NF =  $MUL(mg/L) \cdot \frac{1 \text{ kg}}{10^3 \text{ mg}} \cdot \frac{10^3 \mu\text{g}}{1 \text{ mg}}$

- MUL = Maximum Use Level;
- Unit conversion: 1 kg = 10<sup>3</sup> mg, 10<sup>3</sup> μg = 1 mg;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

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Sample Id: S-0000859982

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab</b>							
* Bromate, in bleach by Titration (NSF)							
Bromate	mg/Kg	12	12	ug/L	1.1	5	Pass
Date Analyzed	20-OCT-2011						
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							



**Common Terms and Acronyms Used:**

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result..	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

**References to Testing Procedures:**

NSF Reference	Parameter / Test Description
C3022	* Bromate, in bleach by Titration (NSF)
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk \*\*\* indicate that testing has been performed per NSF international requirements but is not within its scope of accreditation.

**Testing Laboratories:**

All work performed at:	Id	Address
→	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105



*About the Standard:*

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



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CLIENT

**Customer:** Odyssey Manufacturing Company

**Attention:** Mr. Patrick H. Allman

SERVICE REQUESTED

**Sample Description:** Sodium Hypochlorite

**Trade Designation:** Ultachlor

**Evaluation Standard:** NSF/ANSI Standard 60

**Status:** Pass

**Report:** 11-AUG-2010

NSF INFO

**Project Manager:** Soncea Braden-Mccann

**NSF Program:** 0045 - DWA Std. 60 (Health Effects Testing)

**Report ID:** 25071\_A-00044937

**NSF PA:** 9077685 (CLA, TEA)

**Report Issue:** F120100811083846



## Test Report

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

**Sample Description:** Sodium Hypochlorite  
**Trade Designation:** Ultachlor  
**Test Type:** AA - Annual Collection  
**Result:** Pass

Thank you for having your product tested by NSF.

This report details the results of testing performed on your product. Please do not hesitate to contact Soncea Braden-Mccann at 734-827-3811 if you have any questions about your product test results.

Authorized by:

  
Mclellan, Clif - Director, Toxicology Services

Date: 11-AUG-2010

**General Information**
**Standard: 060 - DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS**

Collected Retain Samples - YES  
 DCC Number / Tracking ID - DA02366  
 Date Collected - 22-JUN-10  
 Lot Number - 6/22/2010  
 Maximum Use Level - 94 mg/L  
 Monitor Code - A  
 Primary DCC Number - DA02366  
 Sample Code - ACEVAL  
 Sample Description - Sodium Hypochlorite  
 Sample Taken From - INVENTORY  
 Trade Designation - Ultachlor

Sample Id: **S-0000761486**  
 Description: Ultachlor  
 Sampled Date: 14-Jul-2010  
 Received Date: 09-Jul-2010

<b>Tox Normalization Information:</b> Calculated NF: 0.0913 Preparation method used: B MUL: 94 mg/L Compound Reference Key: SPAC		<b>Lab Normalization Information:</b> Date exposure completed: 14-JUL-2010 Final volume of solution: 0.5 L Mass of material used: 515 mg	
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**Normalization Calculation:**

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF}$$

$$\text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab</b>							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Copper	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Mercury	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1.5	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Antimony	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Selenium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
<b>Volatile Organic Compounds (Ref: EPA 524.2)</b>							
Dichlorodifluoromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
Chloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
Vinyl Chloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass

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Sample Id: S-0000761486

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab ( Cont'd )</b>							
Bromomethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.04	Pass
Chloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	50	Pass
Trichlorofluoromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
Trichlorotrifluoroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Methylene Chloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.7	Pass
1,1-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
trans-1,2-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,1-Dichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
2,2-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	7	Pass
cis-1,2-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Chloroform	ug/L	ND(5)	0.8	ND(5)	ND(0.5)	0.3	Pass
Bromochloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	20	Pass
1,1,1-Trichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,1-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Carbon Tetrachloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Trichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Bromodichloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Dibromomethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
cis-1,3-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,1,2-Trichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,3-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Tetrachloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Chlorodibromomethane	ug/L	ND(5)	1.0	ND(5)	ND(0.5)	10	Pass
Chlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	1	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Bromoform	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
1,1,2,2-Tetrachloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	5	Pass
1,2,3-Trichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	60	Pass
1,3-Dichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	7.5	Pass
1,4-Dichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	60	Pass
1,2-Dichlorobenzene	ug/L	ND(10)	ND(1)	ND(10)	ND(0.9)	70	Pass
Carbon Disulfide	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	50	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
tert-Butyl ethyl ether	ug/L	ND(50)	ND(5)	ND(50)	ND(5)	400	Pass
Methyl Ethyl Ketone							

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Sample Id: S-0000761486

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria (1)	Evaluation Status
<b>Chemistry Lab (Cont'd)</b>							
Methyl Isobutyl Ketone	ug/L	ND(50)	ND(5)	ND(50)	ND(5)	700	Pass
Toluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	100	Pass
Ethyl Benzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	70	Pass
m+p-Xylenes	ug/L	ND(10)	ND(1)	ND(10)	ND(0.9)	[Xylenes]	
o-Xylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[Xylenes]	
Styrene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	400	Pass
n-Propylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
Bromobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
2-Chlorotoluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
4-Chlorotoluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,3,5-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
tert-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,2,4-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
sec-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
p-Isopropyltoluene (Cymene)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,2,3-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
n-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,2,4-Trichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.1	Pass
Hexachlorobutadiene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,2,3-Trichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
Naphthalene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Benzene	ug/L	ND(5)	0.6	ND(5)	ND(0.5)	8	Pass
Total Trihalomethanes	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	1000	Pass
Total Xylenes	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		

Sample Id: S-0000761486

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[TTHM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							

 Sample Id: S-0000761487  
 Description: Uftachlor  
 Sampled Date: 22-Jun-2010  
 Received Date: 09-Jul-2010

<b>Tox Normalization Information:</b> Calculated NF: 0.094 MUL: 94 mg/L Compound Reference Key: SPAC	<b>Lab Normalization Information:</b> Date exposure completed: 12-JUL-2010
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**Normalization Calculation:**

$$\text{Normalized Result} = \text{Test Result (mg/kg)} * \text{NF}$$

$$\text{Where NF} = \text{MUL (mg/L)} * \frac{1 \text{ kg}}{10^6 \text{ mg}} * \frac{10^3 \text{ ug}}{1 \text{ mg}}$$

- MUL = Maximum Use Level;
- Unit conversion: 1 kg = 10<sup>6</sup> mg, 10<sup>3</sup> ug = 1 mg;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab</b>							
* Bromate, in bleach by Titration (NSF)							Pass
Bromate	mg/Kg	19	19	ug/L	1.8	5	
Date Analyzed	30-JUL-2010						

F120100811083846

A-00044937



Sample Id: S-0000761487

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							

**Common Terms and Acronyms Used:**

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

**References to Testing Procedures:**

NSF Reference	Parameter / Test Description
C3022	* Bromate, in bleach by Titration (NSF)
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "\*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

**Testing Laboratories:**

Id	Address
All work performed at: → NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

*About the Standard:*

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

**NSF**

Live safer.™

CLIENT

**Customer:** ODYSSEY MANUFACTURING COMPANY

**Attention:** MR. PATRICK H. ALLMAN

SERVICE REQUESTED

**Sample Description:** Sodium Hypochlorite

**Trade Designation:** Sodium Hypochlorite 12.5%

**Evaluation Standard:** NSF/ANSI Standard 60

**Status:** Pass

**Report:** 25-JUN-2009

NSF INFO

**Project Manager:** Soncea Braden-Mccann

**NSF Program:** 0045 - DWA Std. 60 (Health Effects Testing)

**Report ID:** 25071\_A-00036450

**NSF PA:** 9057423 (CLA, TEA)

**Report Issue:** FI20090625131843

**Job Name:** A-00036450  
**Program Manager:** Soncea Braden-Mccann  
**Program ID:** 0045  
**Status:** Pass  
**Collection Type:** AA - Annual Collection

Send To: 25070

ODYSSEY MANUFACTURING COMPANY  
1484 MASSARO BOULEVARD  
TAMPA FL 33619  
Attn: MR. PATRICK H. ALLMAN

RECEIVED JUL 06 2009

Customer: 25070

ODYSSEY MANUFACTURING COMPANY  
1484 MASSARO BOULEVARD  
TAMPA FL 33619  
Attn: MR. PATRICK H. ALLMAN

Plant: 25071

ODYSSEY MANUFACTURING COMPANY  
1484 MASSARO BOULEVARD  
TAMPA FL 33619  
Attn: MR. PATRICK H. ALLMAN

## Test Report

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

**Sample Description:** Sodium Hypochlorite  
**Trade Designation:** Sodium Hypochlorite 12.5%  
**Test Type:** AA - Annual Collection  
**Result:** Pass

Thank you for having your product tested by NSF.

This report details the results of testing performed on your product. Please do not hesitate to contact Soncea Braden-McCann at 734-827-3811 if you have any questions about your product test results.

**Authorized by:**

  
Clifton Mclellan - Director, Toxicology Services

**Date:** 25-JUN-2009



**General Information**

Standard: 060 - DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS

Cell Class - NA  
 Collected Retain Samples - YES  
 DCC Material Code - NA  
 DCC Number / Tracking ID - DA02366  
 Date Collected - 07-MAY-09  
 Lot Number - 107504  
 Material / Resin - NA  
 Material Type - NA  
 Maximum Use Level - 94 mg/l  
 Monitor Code - A  
 Performance Standard - NA  
 Primary DCC Number - DA02366  
 Sample Code - ACEVAL  
 Sample Description - Sodium Hypochlorite  
 Sample Taken From - Production  
 Schedule Series - NA  
 Stabilizer - NA  
 Trade Designation - Sodium Hypochlorite 12.5%

Sample Id: S-0000662767  
 Description: Sodium Hypochlorite 12.5%  
 Sampled Date: 10-Jun-2009  
 Received Date: 10-Jun-2009

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0959	Date exposure completed	10-JUN-2009
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	490 mg
Compound Reference Key:	SPAC		

**Normalization Calculation:**

Normalized Result = Test Result (ug/L) \* NF                      Where NF =  $MUL (mg/L) \cdot \frac{Final Volume Of Solution (L)}{Mass of Material Used (mg)}$

- MUL = Maximum Use Level;  
 - Mass of Material Used = The mass of sample analyzed in the laboratory;  
 - Final Volume of Solution = The volume of water used to dilute the sample;  
 - An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab</b>							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	10	Pass
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass



Sample Id: S-0000662767

Testing Parameter	Units	Sample	Control	Result	Norm Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab ( Cont'd )</b>							
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatiles: Unregulated VOC's by EPA 502.2							
Dichlorodifluoromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Chloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
Vinyl Chloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
Bromomethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Chloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,1-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.7	Pass
Methylene Chloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
trans-1,2-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
1,1-Dichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
2,2-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
cis-1,2-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	7	Pass
Chloroform	ug/L	ND(5)	0.8	ND(5)	ND(0.5)	[TTHM]	
Bromochloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	20	Pass
1,1-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Carbon Tetrachloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Trichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Bromodichloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Dibromomethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
cis-1,3-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
1,3-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Tetrachloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Chlorodibromomethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Chlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	1	Pass
Bromoform	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	7.5	Pass

Sample Id: S-0000662767

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab ( Cont'd )</b>							
1,2-Dichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	60	Pass
Carbon Disulfide	ug/L	ND(10)	ND(1)	ND(10)	ND(1)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	50	Pass
tert-Butyl ethyl ether	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Methyl Ethyl Ketone	ug/L	ND(50)	ND(5)	ND(50)	ND(5)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(50)	ND(5)	ND(50)	ND(5)	700	Pass
Toluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	100	Pass
Ethyl Benzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	70	Pass
m+p-Xylenes	ug/L	ND(10)	ND(1)	ND(10)	ND(1)	[Xylenes]	
o-Xylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[Xylenes]	
Styrene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	400	Pass
n-Propylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
Bromobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
2-Chlorotoluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
4-Chlorotoluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,3,5-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
tert-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
sec-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,2,3-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
n-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Hexachlorobutadiene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Naphthalene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
Benzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Total Trihalomethanes	ug/L	ND(5)	0.8	ND(5)	ND(0.5)	8	Pass
Total Xylenes	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	1000	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[TTHM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							

Sample Id: S-0000662768  
 Description: Sodium Hypochlorite 12.5%  
 Sampled Date: 07-May-2009  
 Received Date: 10-Jun-2009

<b>Tox Normalization Information:</b>		<b>Lab Normalization Information:</b>	
Calculated NF	0.094	Date exposure completed	10-JUN-2009

Sample Id: S-0000662768

<b>Tox Normalization Information:</b> MUL 94 mg/L Compound Reference Key: SPAC		<b>Lab Normalization Information:</b>
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**Normalization Calculation:**

$$\text{Normalized Result} = \text{Test Result (mg/kg)} * \text{NF} \quad \text{Where NF} = \text{MUL(mg/L)} * \frac{1 \text{ kg}}{10^6 \text{ mg}} * \frac{10^6 \text{ ug}}{1 \text{ mg}}$$

- MUL = Maximum Use Level;
- Unit conversion: 1 kg = 10<sup>6</sup>mg, 10<sup>6</sup>ug = 1 mg;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
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**Chemistry Lab**

\* Bromate, In bleach by Titration (NSF)

Bromate	mg/Kg	19	19	ug/L	1.8	5	Pass
Date Analyzed	16-JUN-2009						

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.



CLIENT

Customer: ODYSSEY MANUFACTURING COMPANY  
Attention: MR. PATRICK H. ALLMAN

SERVICE REQUESTED

Sample Description: Sodium Hypochlorite  
Trade Designation: Ultrachlor  
Evaluation Standard: NSF/ANSI Standard 60  
Status: Pass  
Report: 21-APR-2008

NSF INFO

Project Manager: Soncea Braden-Mccann  
NSF Program: 0045 - DWA Std. 60 (Health Effects Testing)  
Report ID: 25071\_A-00029599  
NSF PA: 9016677 (CLA, TEA)  
Report Issue: FI20080421110811

RECEIVED APR 26 2008



## Test Report

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

**Sample Description:** Sodium Hypochlorite  
**Trade Designation:** Ultrachlor  
**Test Type:** AA - Annual Collection  
**Result:** Pass

Thank you for having your product tested by NSF.

This report details the results of testing performed on your product. Please do not hesitate to contact Soncea Braden-Mccann at 734-827-3811 if you have any questions about your product test results.

**Authorized by:**

  
Clifton Mclellan - Director, Toxicology Services

**Date:** 21-APR-2008

**General Information**
**Standard:** 060 - DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS

Cell Class - NA  
 Collected Retain Samples - YES  
 DCC Material Code - NA  
 DCC Number / Tracking ID - DA02366  
 Date Collected - 14-MAR-08  
 Lot Number - 3/14/08  
 Material / Resin - NA  
 Material Type - NA  
 Maximum Use Level - 94mg/l  
 Monitor Code - A  
 Performance Standard - NA  
 Primary DCC Number - DA02366  
 Sample Code - ACEVAL  
 Sample Description - Sodium Hypochlorite  
 Sample Taken From - PRODUCTION  
 Schedule Series - NA  
 Stabilizer - NA  
 Trade Designation - Ultrachlor

**Sample Id:** S-0000518415  
**Description:** Ultrachlor  
**Sampled Date:** 10-Apr-2008  
**Received Date:** 04-Apr-2008

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0965	Date exposure completed	10-APR-2008
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	487 mg
Compound Reference Key:	SPAC		

**Normalization Calculation:**

$$\text{Normalized Result} = \text{Test Result (ug/L)} \cdot \text{NF} \quad \text{Where NF} = \text{MUL (mg/L)} \cdot \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab</b>							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	2	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	10	Pass
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass



Sample Id: S-0000518415

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab ( Cont'd )							
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatiles: Unregulated VOC's by EPA 502.2							
Dichlorodifluoromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Chloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	3	Pass
Vinyl Chloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
Bromomethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Chloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,1-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.7	Pass
Methylene Chloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
trans-1,2-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
1,1-Dichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
2,2-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
cis-1,2-Dichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	7	Pass
Chloroform	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Bromochloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	20	Pass
1,1-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Carbon Tetrachloride	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Trichloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Bromodichloromethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Dibromomethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
cis-1,3-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
1,3-Dichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
Tetrachloroethylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Chlorodibromomethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
Chlorobenzene	ug/L	ND(5)	0.5	ND(5)	ND(0.5)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	1	Pass
Bromoform	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	7.5	Pass

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The use of the results of evaluations and the reports thereof (if the name of NSF is in any way used, implied or mentioned), for product(s) not NSF certified, and for other than internal purposes, e.g., internal research, product development, quality assurance, etc., is prohibited unless specifically authorized by NSF. If so authorized a date of expiration and conditions relating to the use of the report may be established by NSF and will be indicated in the report.

Sample Id: S-0000518415

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab ( Cont'd )</b>							
1,2-Dichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	60	Pass
Carbon Disulfide	ug/L	ND(10)	ND(1)	ND(10)	ND(1)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	50	Pass
Methyl Ethyl Ketone	ug/L	ND(50)	ND(5)	ND(50)	ND(5)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(50)	ND(5)	ND(50)	ND(5)	700	Pass
Toluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	100	Pass
Ethyl Benzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	70	Pass
m+p-Xylenes	ug/L	ND(10)	ND(1)	ND(10)	ND(1)	[Xylenes]	
o-Xylene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	[Xylenes]	
Styrene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	400	Pass
n-Propylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
Bromobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
2-Chlorotoluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
4-Chlorotoluene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,3,5-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
tert-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,2,4-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
sec-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
p-Isopropyltoluene (Cymene)	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
1,2,3-Trimethylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.3	Pass
n-Butylbenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,2,4-Trichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.1	Pass
Hexachlorobutadiene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		
1,2,3-Trichlorobenzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	10	Pass
Naphthalene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	0.5	Pass
Benzene	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	8	Pass
Total Trihalomethanes	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)	1000	Pass
Total Xylenes	ug/L	ND(5)	ND(0.5)	ND(5)	ND(0.5)		

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes  
 [Xylenes] - Acceptance based on Total Xylenes

Sample Id: S-0000518416  
 Description: Ultrachlor  
 Sampled Date: 14-Mar-2008  
 Received Date: 04-Apr-2008

<b>Tox Normalization Information:</b> Calculated NF 0.094 MUL 94 mg/L		<b>Lab Normalization Information:</b> Date exposure completed 09-APR-2008 Final volume of solution ND(0)	
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The use of the results of evaluations and the reports thereof (if the name of NSF is in any way used, implied or mentioned), for product(s) not NSF certified, and for other than internal purposes, e.g., internal research, product development, quality assurance, etc., is prohibited unless specifically authorized by NSF. If so authorized a date of expiration and conditions relating to the use of the report may be established by NSF and will be indicated in the report.



Sample Id: S-0000518416

Tox Normalization Information:

Compound Reference Key: SPAC

Lab Normalization Information:

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (mg/kg)} * \text{NF} \quad \text{Where NF} = \text{MUL(mg/L)} * \frac{1 \text{ kg}}{10^6 \text{ mg}} * \frac{10^3 \text{ ug}}{1 \text{ mg}}$$

- MUL = Maximum Use Level;
- Unit conversion: 1 kg = 10<sup>6</sup> mg, 10<sup>3</sup> ug = 1 mg;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
<b>Chemistry Lab</b>							
* Bromate, in bleach by Titration (NSF)							
Bromate	mg/Kg	13	13	ug/L	1.2	5	Pass
Date Analyzed	15- APR- 2008						

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.



Common Terms and Acronyms Used:

- Sample..... Test result on the submitted product sample after prepared or exposed in accordance with the standard.
- Control..... Test result on a laboratory blank sample analyzed in parallel with the sample.
- Result..... Sample test result minus the Control test result.
- Normalized Result... Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
- ND()..... Result is below the detection level of the analytical procedure as identified in the parenthesis.
- DCC Number..... NSF document control code of the registered formulation of the product tested
- ug/L..... Microgram per liter = 0.001 milligram per liter (mg/L)
- SPAC..... Acceptance criteria of the standard (Single Product Allowable Concentration).

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C3022	* Bromate, in bleach by Titration (NSF)
C3035	Total Arsenic in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3038	Barium in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3041	Beryllium in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3046	Cadmium in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3052	Chromium in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3058	Copper in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3071	Mercury in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3100	Lead in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3113	Antimony in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3115	Selenium in Drinking Water by ICPMS ( Ref: EPA-200.8)
C3127	Thallium in Drinking Water by ICPMS ( Ref: EPA-200.8)
C4416	Volatiles: Unregulated VOC's by EPA 502.2

Test descriptions preceded by an asterisk "\*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF INTERNATIONAL 789 N. DIXBORO ROAD ANN ARBOR MI 48105



*About the Standard:*

NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



**ODYSSEY**  
MANUFACTURING CO.

**Odyssey Manufacturing Co. Sodium Hypochlorite Reference List**

- Bob Polizzi, City of Edgewater, WTP Superintendent, 386-424-2490
- Cliff Morris, Bonita Springs Utilities, East WRF Superintendent, 239-495-4247
- Tom Milazzo, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
- Gerald Runge, Pasco County, WWTP Supervisor, 727-847-8145
- Jim Kaplan, Pasco County, WTP Supervisor, 727-834-3255
- Mike Richardson, JEA, WTP Superintendent, 904-665-6819
- Robbie Parks, JEA Utility Supervisor, 904-665-4793
- Mike Richardson, JEA Water Plant Superintendent, 904-665-6819
- Jim Smith, City of Deltona, Operations Manager, 386-575-6800
- Scott Ruland, City of Deltona, Utility Superintendent, 386-574-2181
- Pat Henderson, City of Palm Coast, WWT Chief Operator, 386-986-2343
- Pete Roussell, City of Palm Coast, RO Plant Chief Operator, 386-931-8014
- Jim Hogan, City of Palm Coast, WT Manager, 386-986-2374
- Bill Kuederle, Manatee County, WTP Superintendent, 941-746-3020
- Chad Denny, Lee County, WT Superintendent, 239-694-4038
- Dennis Lang, Lee County, Utility Operations Manager, 239-481-1953
- Mike Missoff, Sarasota County, WT Superintendent, 941-316-1371
- Jim Conley, Sarasota County, WT Manager, 941-861-1510
- Sam Butler, City of Ormond Beach, WWT Superintendent, 386-676-3592
- Steve Petrosky, City of Venice, Chief WWTP Superintendent, 941-486-2788
- Chris Wetz, Operations Manager, Tampa Bay Water, 813-929-4552
- Marvin Drake, Plant Chemist, Indiantown Co-generation plant, 561-597-6500
- Kay McCormick, Hillsborough County, Water Manager, 813-264-3815
- Mark Lehigh, Hillsborough County, Water Manager, 813-744-5544
- Dale Waller, Collier County, South WWT Plant Chief Operator, 239-597-5355
- Jon Pratt, Collier County, North WWT Plant Chief Operator, 239-597-5355
- Steve Miller, City of Port Orange, WT Chief Operator, 386-756-5380
- Jim Parks, City of Stuart, WTP Superintendent, 772-288-5343
- David Parker, St. Johns County, WWTP Superintendent, 904-209-2642
- Steve Bozman, Charlotte County, East WRF Superintendent, 941-764-4595
- Stephen Kipfinger, Charlotte County, Water Superintendent, 941-764-4555
- Bob Dick, ST Environmental, South Area Manager, 239-707-4275
- Bill Johnston, City of Eustis, WWTP Manager, 352-357-3777
- Greg Turman, City of Clearwater, RO Plant Superintendent, 727-462-6236
- Craig Dough, City of Tallahassee, WWTP Superintendent, 850-891-1335
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Bob Bogosta, City of Ocala, WTP Manager, 352-351-6682
- Sean McFarland, Village of Wellington, WTP Superintendent, 561-753-2465
- Carlos Torres, Orange County, WTP Supervisor, 407-254-5405
- Richard Anderson, Peace River Manasota, Operations Mgr., 863-993-4565
- Mike Vernon, Indian River County, SO RO Plant Supervisor, 772-770-5069

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THE CLEAR SOLUTION [www.odysseymanufacturing.com](http://www.odysseymanufacturing.com)

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



Year 2011  
 U.S. Department of Labor  
 Occupational Safety and Health Administration  
 Form approved OSHA no. 1218-0175

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.  
 Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".  
 Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

### Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
0	0
(K)	(L)

### Injury and Illness Types

(1) Injuries	0	(4) Respiratory conditions	0
(2) Musculoskeletal disorders	0	(5) Poisonings	0
(3) Skin disorders	0	(6) Hearing loss cases	0
		(7) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistics Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

**Establishment information**  
 Your establishment name: Quincysey Manufacturing Co.  
 Street: 1484 Massaro Boulevard  
 City: Tampa, FL 33619  
 State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Industry description (e.g., *Manufacture of motor truck bodies*): BLEACH MANUFACTURE  
 Standard Industrial Classification (SIC), if known (e.g., *SIC 3719*): 2819

**Employment information** (If you don't have these figures, see the Worksheet on the back of this page to estimate.)  
 Annual average number of employees: 46  
 Total hours worked by all employees last year: 104,876.25

**Sign here**  
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company official: [Signature] Title: \_\_\_\_\_  
 Phone: 813-635-6339 Date: 1/30/2012

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 11  
 U.S. Department of Labor  
 Occupational Safety and Health Administration  
 Form approved OSHA No. 1184-174

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. **First Aid** uses two lines for a single case if you need to. You must complete an injury and illness incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Allysey Manufacturing  
 City Tampa State FL

Case No.	(A) Employee's name	(B) Job title (e.g., Welder)	(C) Date of injury or onset of illness	(D) Where the event occurred (e.g., Loading dock, north end)	(E) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene tank)	Job results		On-the-job transfer		Days away from work		Job transfer		Days away from work		Job transfer		Days away from work	
						(F) Restricted work activity or job transfer	(G) Days away from work	(H) Restricted work activity or job transfer	(I) Days away from work	(J) Restricted work activity or job transfer	(K) Days away from work	(L) Restricted work activity or job transfer	(M) Days away from work	(N) Restricted work activity or job transfer	(O) Days away from work	(P) Restricted work activity or job transfer	(Q) Days away from work	(R) Restricted work activity or job transfer	(S) Days away from work
		NONE																	

# Summary of Work-Related Injuries and Illnesses

Year 2010

U.S. Department of Labor  
Occupational Safety and Health Administration

OMB approved OMB No. 1013-0175

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths 0 (0) Total number of cases with job transfer or restriction 0 (0)  
 Total number of cases with days away from work 0 (0) Total number of other recordable cases 0 (0)

### Number of Days

Total number of days of job transfer or restriction 0 (0) Total number of days away from work 0 (0)

### Injury and Illness Types

Total number of... (M)  
 ) Injuries 0 (0)  
 ) Musculoskeletal disorders 0 (0)  
 ) Skin disorders 0 (0)  
 (4) Respiratory conditions 0 (0)  
 (5) Poisonings 0 (0)  
 (6) Hearing loss cases 0 (0)  
 (7) All other illnesses 0 (0)

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these burdens or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics Room N3644, 200 Constitution Avenue, NW, Washington, DC 20490-0001.

**Establishment info:** **Odyssey Manufacturing Co.**  
 Your establishment name: 1484 Massaro Boulevard  
 Street: Tampa, FL 33619  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Industry description (e.g., Manufacturer of motor truck trailers): Bleach Manufacture  
 Standard Industrial Classification (SIC), if known: (e.g., SIC 3719) 2819

**Employment information** (If you don't have their figures, see the Worksheet on the back of this page to estimate.)  
 Annual average number of employees: 46  
 Total hours worked by all employees last year: 108,185

**Sign here**  
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge, the copies of this form, including any complete.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: 1/13/2011



# Summary of Work-Related Injuries and Illnesses



Year 2009

U.S. Department of Labor  
Occupational Safety and Health Administration

Firm approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.65, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	0	(a)	Total number of cases with job transfer or restriction	0	(b)	Total number of other recordable cases	0	(c)
Total number of cases with days away from work	3	(d)	Total number of cases with job transfer or restriction	0	(e)	Total number of other recordable cases	0	(f)

### Number of Days

Total number of days of job transfer or restriction	0	(g)	Total number of days away from work	91	(h)
---	---	-----	-------------------------------------	----	-----

### Injury and Illness Types

Total number of Injuries	3	(i)	(4) Respiratory conditions	0
Musculoskeletal disorders	0	(j)	(5) Poisonings	0
Skin disorders	0	(k)	(6) Hearing loss cases	0
			(7) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and reviewing and reporting the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments on this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, contact the Office of Management and Budget, Paperwork Project Director (202) 431-0275, Washington, DC 20503.

**Establishment information**

Your establishment name **Odyssey Manufacturing Co.**  
 1484 Massaro Boulevard  
 Street **Tampa, FL 33619**  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Industry description (e.g., Manufacturer of motor truck trailers)  
**BLEACH MANUFACTURE**

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
**2819**

**Employment information** (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees **46**  
 Total hours worked by all employees last year **107918.25**

**Sign here**  
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive *[Signature]* **PKESPER**  
 Title \_\_\_\_\_  
 Date **1/20/2010**

Phone **813-635-0339**







# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths 0 (5) Total number of cases with days away from work 0 (4) Total number of cases with job transfer or restriction 0 (1) Total number of other recordable cases 0 (4)

### Number of Days

Total number of days away from work 0 (4) Total number of days of job transfer or restriction 0 (4)

### Injury and Illness Types

Total number of (M) injuries 0 (4) (1) Poisonings 0 (2) (2) Skin disorders 0 (5) Hearing loss 0 (6) All other illnesses 0 (3) Respiratory conditions 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gathering the data, reviewing the collection of information, performing the review, and reporting the data. Send comments about this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to the OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20515. Do not send this information to the OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20515.

**Establishment information.**  
 Your establishment name 004534 Mfg. Co.  
 Street 1484 Massara Blvd  
 City Tampa State FL ZIP 33619

Industry description (e.g., *Manufacture of motor truck tractors*)  
BLEACH Manufacturer  
 Standard Industrial Classification (SIC), if known (e.g., 3715)  
2819  
 OR  
 North American Industrial Classification (NAICS), if known (e.g., 336212)

**Employment information** (If you don't have these figures, see the instructions in the back of this page in alternate.)  
 Annual average number of employees 38  
 Total hours worked by all employees last year 90,196

**Sign here**  
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.  
[Signature]  
 Title President  
 Date 1/18/2008



**ODYSSEY**  
MANUFACTURING CO.

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## MATERIAL SAFETY DATA SHEET

REVISED 4/12/12

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### SECTION I CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

ODYSSEY MANUFACTURING CO.  
1484 Massaro Boulevard  
Tampa, Florida 33619  
1-813-635-0339 (24 hours)

EMERGENCY RESPONSE NUMBER:  
1-800-ODYSSEY (FLORIDA)  
1-813-635-0339 (OUTSIDE FLORIDA)  
1-813-340-9093 (Control Room Cell Phone)

SUBSTANCE: SODIUM HYPOCHLORITE  
TRADE NAME: Ultra-CHLOR  
CHEMICAL NAME/SYNONYMS: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-  
solution, Bleach, and Liquid Bleach.  
CAS NUMBER: 7681-52-9  
CHEMICAL FAMILY: Alkali  
FORMULA: NaOCl  
DOT PROPER SHIPPING NAME: Hypochlorite Solution  
DOT HAZARD CLASS: 8 (Corrosive) PG III; PG II (For solutions greater than 16% available chlorine)  
DOT IDENTIFICATION NO: UN1791  
RQ: 100 pounds (Approximately 100 gallons of Odyssey Ultrachlor 12.5 Trade Percent Sodium Hypochlorite)  
DOT EMERGENCY GUIDE NO: 154

### SECTION II COMPOSITION, INFORMATION ON INGREDIENTS

INGREDIENT(S):	
Sodium Hypochlorite (NaOCl)	10.0 - 15.0% wt
Salt (NaOCl)	6.0 - 8.0% wt
Sodium Hydroxide (NaOH)	0.2 - 0.4% wt
Water (H <sub>2</sub> O)	76.6 - 83.8% wt

### SECTION III HAZARDS IDENTIFICATION

NFPA CLASSIFICATION (SCALE 0-4): Health=2 Fire=0 Reactivity=1  
EC CLASSIFICATION (ASSIGNED): C (Corrosive)

#### EMERGENCY OVERVIEW

COLOR: Yellow

PHYSICAL FORM: Liquid

ODOR: Chlorine Odor

MAJOR HEALTH HAZARDS: Respiratory Tract Burns, Skin Burns, Mucous Membrane Burns, and Eye Irritation  
HAZARDOUS MIXTURES WITH OTHER LIQUIDS, SOLIDS, OR GASES: Reacts violently with acids  
liberating chlorine gas. Also reacts with organic substances. Reaction with water is *not* exothermic.

#### POTENTIAL HEALTH EFFECTS

#### INHALATION:

- SHORT TERM EXPOSURE: Irritation to respiratory tract. May have same as effects reported in other routes of exposure, burns, blisters, nausea, difficulty breathing, and lung congestion.
- LONG TERM EXPOSURE: Same as effects reported in short term exposure.

#### SKIN CONTACT:

- SHORT TERM EXPOSURE: Irritant, reddening of the skin. May have burns, blisters, and itching
- LONG TERM EXPOSURE: Same as effects reported in short term exposure.

#### EYE CONTACT:

- SHORT TERM EXPOSURE: Irritation (possibly severe), possible eye damage
- LONG TERM EXPOSURE: Same as effects reported in short term exposure.

#### INGESTION:

- SHORT TERM EXPOSURE: Burns, vomiting stomach pain, disorientation, bluish skin color, convulsions, coma
- LONG TERM EXPOSURE: Same as effects reported in short term exposure.

#### CARCINOGEN STATUS

OSHA: N

NTP: N

IARC: N

#### SECTION IV FIRST AID MEASURES

INHALATION: Remove from exposure and get fresh air. Use a bag valve mask or similar device to perform artificial respiration (rescue breathing) if needed. Keep warm and at rest. Get medical attention immediately if artificial respiration is required.

SKIN CONTACT: Remove contaminated clothing, jewelry, and shoes immediately. Flush affected area with large amounts of water, preferably a safety shower. Use soap or mild detergent and large amounts of water until no evidence of chemical remains (at least 15-20 minutes). For burns, cover affected area securely with sterile, dry, loose fitting dressing. If skin is burned, get medical attention immediately.

EYE CONTACT: Wash eyes immediately with large amounts of water, occasionally lifting upper and lower lids, until no evidence of chemical remains (at least 15 minutes). Continue irrigating with a normal saline solution until ready to transport to physician. Cover with sterile bandages. Get medical attention immediately.

INGESTION: Rinse mouth with water. Drink large quantities of milk (water if no milk is available). Milk of magnesia may be helpful. **DO NOT USE ACIDIC ANTIDOTES SUCH AS SODIUM BICARBONATE.** When vomiting occurs, keep head lower than hips to help prevent aspiration. If person is unconscious, do not induce vomiting and turn their head to the side. Never make an unconscious person vomit or drink fluids. Get medical attention.

NOTE TO PHYSICIAN: For inhalation, consider oxygen. For ingestion, avoid gastric lavage, emesis, sodium bicarbonate and acid solutions. Consider the use of antacids.

#### SECTION V FIRE FIGHTING MEASURES

FLASH POINT: Non-flammable

FLAMMABLE LIMITS: Non-flammable

FIRE AND EXPLOSION HAZARDS: Negligible fire hazard. Toxic fumes can be liberated by contact with acid or heat.

EXTINGUISHING MEDIA: Regular dry chemical, carbon dioxide, water, or foam suitable for surrounding fire.

For large fires, use regular foam or flood with fine water spray.

FIRE FIGHTING: Wear self-contained breathing apparatus and full protective clothing. Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. Use extinguishing agents appropriate for surrounding fire. Do not get water directly on material. For large fires, flood with fine water spray. Reduce vapors with water spray. Apply water from a protected location or from a safe distance. Avoid body contact or inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

#### SECTION VI ACCIDENTAL RELEASE MEASURES

**OCCUPATIONAL RELEASE:** Do not touch spilled material. Stop leak if possible without personal risk. For small spills, collect spilled material in appropriate container for disposal and consider absorbing with sand or other non-combustible material (e.g., do not use sawdust or other combustible material). Be advised, however, that the use of absorbing material is creating hazardous waste and this absorbing material must now be disposed of properly. Collect spilled material in appropriate container for disposal. For small dry spills, move containers away from spill to a safe area. For large spills, dike for later disposal. If possible, do not allow material to enter sewers, streams, ponds or storm conduits as concentrated solutions will seriously injure aquatic life. Keep unnecessary people away, isolate hazard area and deny entry. Contain in as small an area as possible, such as a holding area-for dilution and neutralization. Contain spill in plastic drums when available. Dispose of in accordance with Federal, State, and local regulations. Personnel engaged in cleanup operations must be equipped with NIOSH approved respirator protection, rubber boots, gloves, and clothing to avoid body contact. **Reportable Quantity (RQ):** 100 pounds (approximately 100 gallons of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g., defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance. For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission (U.S. SARA Section 304) at (800) 320-0519 **AND** the National Response Center at (800) 424-8802 or (202) 426-2675 (CERCLA Section 103) **within 15 minutes**. Sometimes they will communicate with each other **BUT DO NOT DEPEND ON THIS!**

**ADVANCE PLANNING:** Plan in advance for an occupational release and have necessary equipment and neutralization agents on-site. Contact Odyssey Manufacturing for assistance.

## **SECTION VII HANDLING AND STORAGE**

Store in vented, closed containers that provide protection from direct sunlight. Keep separated from incompatible substances and do not store near acids, ammonia, heat, or oxidizable materials or organics. When handling, do not mix with other cleaning agents that may liberate chlorine gas vapors (e.g., acidic agents).

Store and handle in accordance with all current regulations and standards.

## **SECTION VIII EXPOSURE CONTROLS AND PERSONNEL PROTECTION**

**EXPOSURE LIMITS:** 2 mg/m<sup>3</sup> AIHA recommended STEL 15 minute(s) for Sodium Hypochlorite

**VENTILATION:** Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

**EYE PROTECTION:** Splash goggles are preferred to a faceshield. Another option is to wear splash resistant safety goggles with a faceshield. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

**CLOTHING:** It is recommended to wear appropriate chemical resistant clothing to avoid body contact such as a rubber apron or rain suit. Boots are preferred for footwear.

**GLOVES:** Wear appropriate chemical resistant gloves.

**RESPIRATOR:** Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use.

- Any chemical cartridge respirator with organic vapor cartridge(s).
- Any chemical cartridge respirator with a full facepiece and organic vapor cartridge(s)
- Any air-purifying respirator with a full facepiece and an organic vapor canister
- Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply (Use for Unknown Concentrations or those that may be Immediately Dangerous to Life or Health)
- Any self-contained breathing apparatus with a full facepiece (Use for High Concentrations or those which are immediately Dangerous to Life or Health)

## **SECTION IX PHYSICAL AND CHEMICAL PROPERTIES**

**PHYSICAL APPEARANCE:** Liquid

**APPEARANCE AND ODOR:** Clear - Chlorine odor like household bleach.

**COLOR:** Greenish - Yellowish cast

**MOLECULAR WEIGHT:** 74.44

**MOLECULAR FORMULA:** Na-O-Cl

**BOILING POINT:** Degrades at 230 Degrees Fahrenheit

**FREEZING POINT:** 7 Degrees Fahrenheit

**SPECIFIC GRAVITY:** 1.15 - 1.17 at 60 Degrees Fahrenheit

PH: Approximately 11 - 13  
VAPOR PRESSURE (mm HG): Vapor Pressure of water + decomposition product Vapor Pressure  
VAPOR DENSITY: Not Available  
SOLUBILITY IN WATER: Complete  
VOLATILITY: Not Available  
EVAPORATION RATE: >1  
COEFFICIENT OF WATER /OIL DISTRIBUTION: Not Available

## SECTION X STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.  
CONDITIONS TO AVOID: Avoid heat, flames, sparks and other sources of ignition. Dangerous gases may accumulate in confined spaces. May ignite or explode on contact with combustible materials.  
INCOMPATIBLES: Acids, metals, amines, combustible materials, reducing agents. Specific reactions with sodium hypochlorite include the following:  
ACIDS: Violent reaction.  
ALUMINUM: Corrosive action.  
AMINES: Form explosive chloramines.  
AMMONIA: Form explosive chloramines.  
AMMONIUM SALTS: May form explosive product.  
BENZYL CYANIDE (ACIDIFIED): Explosive reaction.  
CELULOSE: Violent reaction  
ETHYLENEIMINE: Forms explosive 1-chloroethyleneimine.  
FORMIC ACID: Explosive mixture.  
METHANOL: May form explosive compound.  
NITROGEN COMPOUNDS: Forms explosive N-chloro compounds.  
ORGANIC AND COMBUSTIBLE MATERIALS: Fire and explosion hazard.  
OXALIC ACID: Intense reaction  
REDUCING AGENTS: Fire and explosion hazard  
ZINC: Corrosive  
HAZARDOUS DECOMPOSITION:  
Thermal decomposition products – Chlorine and Hydrochloric Acid Vapors  
Decomposition Products – Hypochlorous Acid Vapors  
POLYMERIZATION: Will not polymerize.

## SECTION XI SODIUM HYPOCHLORITE TOXICOLOGICAL INFORMATION

IRRITATION DATA: 10 mg eyes – rabbit moderate  
TOXICITY DATA:  
1gm/ kg oral-woman; TDLo; 45mg/kg intravenous-man TDLo; 5800 mg/ kg oral-mouse LD50; 140 mg/ kg/9 week(s) continuous oral-rat TDLo  
CARCINOGEN STATUS: According to the IARC, animal inadequate evidence, human no adequate data, Group 3 (Hypochlorite salts)  
LOCAL EFFECTS:  
Corrosive: inhalation, skin contact, eye, ingestion hazards  
ACUTE TOXICITY LEVEL:  
Slightly Toxic if ingested  
MUTAGENIC DATA:  
Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9); DNA repair – Escherichiacoli 20ug/ disc; DNA damage – Escherichiacoli 420 umol/L; phage inhibition capacity – Escherichiacoli 103 ug/ well; micronucleus test - non-mammalian species multiple 200 ppb; cytogenetic analysis - non-mammalian species multiple 120 ug/ L; cytogenetic analysis – human lymphocyte 100 ppm 24hour(s); sister chromatid exchange – human embryo 149 mg/ L; cytogenetic analysis – hamster lung 100 mg/ L  
HEALTH EFFECTS:  
INHALATION  
ACUTE EXPOSURE: May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m<sup>3</sup> causes burning of the nose and throat; 40-60 mg/m<sup>3</sup> may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.  
CHRONIC EXPOSURE: No data available.

### SKIN CONTACT

**ACUTE EXPOSURE:** Extent of damage depends on concentration, pH, volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

**CHRONIC EXPOSURE:** Effects depend on concentration and duration of exposure. Repeated or prolonged contact with corrosive substances may result in dermatitis or effects similar to acute exposure. Allergic dermatitis has also been reported.

### EYE CONTACT

**ACUTE EXPOSURE:** May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

**CHRONIC EXPOSURE:** Depending on concentration and duration of exposure, symptoms may be as those of acute exposure.

### INGESTION

**ACUTE EXPOSURE:** May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

**CHRONIC EXPOSURE:** Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

## SECTION XII ECOLOGICAL INFORMATION

### ECOTOXICITY DATA:

**FISH TOXICITY:** 94.0 ug/L 96 hour(s) LC50 (Mortality) Cutthroat trout

(*Oncorhynchus clarki*)

**INVERTEBRATE TOXICITY:** 31.6 ug/L 7 hour(s) 1C50 (Species Diversity) Protozoan phylum (Protozoa)

**ALGAL TOXICITY:** 90 ug/L 96 hour(s) LC50 (Mortality) Algae, phytoplankton, algal mat (Algae)

**PHYTOTOXICITY:** 230 ug/L 35 hour(s) (Biomass) Curled pondweed (*Potamogeton crispus*)

**OTHER TOXICITY:** 2.1 ug/L 28 day(s) (Chlorophyll) Aquatic community (Aquatic community)

**ENVIRONMENTAL SUMMARY:** Highly toxic to aquatic life.

## SECTION XIII DISPOSAL CONSIDERATIONS

Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): D001. Dispose in accordance with all applicable regulations.

## SECTION XIV TRANSPORT INFORMATION

U.S. DOT 49 CFR 172.101 SHIPPING NAME-UN NUMBER: Sodium Hypochlorite - UN1791

U.S. DOT 49 CFR 172.101 HAZARD CLASS OR DIVISION: 8

U.S. DOT 49 CFR 172.101 PACKING GROUP: III (less than 16% available chlorine) / II (16% or more available chlorine)

U.S. DOT 49 CFR 172.101 AND SUBPART E LABELING REQUIREMENTS: Corrosive

U.S. DOT 49 CFR 172.101 PACKAGING AUTHORIZATIONS:

EXCEPTIONS: 49 CFR 173.154

NON-BULK PACKAGING: 49 CFR 173.203 (less than 16% available chlorine) / 49 CFR 173.202 (16% or more available chlorine)

BULK PACKAGING: 49 CFR 173.241 (less than 16% available chlorine) / 49 CFR 173.242 (16% or more available chlorine)

U.S. DOT 49 CFR 172.101 QUANTITY LIMITATIONS:

PASSENGER AIRCRAFT OR RAILCAR: 5 LITERS / (less than 16% available chlorine) / 1 LITERS (16% or

more available chlorine)  
CARGO AIRCRAFT ONLY: 60 LITERS / (less than 16% available chlorine) / 30 LITERS (16% or more available chlorine)

## SECTION XV REGULATORY INFORMATION

### U.S. REGULATIONS

TSCA INVENTORY STATUS: Y

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CERCLA SECTION 103 (40CFR302.4): Y

SODIUM HYPOCHLORITE: 100 LBS RQ

SARA SECTION 302 (40CFR355.30): N

SARA SECTION 304 (40CFR355.40): N

SARA SECTION 313 (40CFR372.65): N

SARA HAZARD CATEGORIES, SARA SECTIONS 311/312 (40CFR370.21):

ACUTE: Y

CHRONIC: N

FIRE: N

REACTIVE: N

SUDDEN RELEASE: N

OSHA PROCESS SAFETY (29CFR1910.119): N

STATE REGULATIONS:

California Proposition 65: N EUROPEAN REGULATIONS:

EC NUMBER (BINECS): 231-668-3

### EC RISK AND SAFETY PHRASES:

R 31 Contact with acids liberates toxic gas.

R 34 Causes burns.

S ½ Keep locked-up and out of reach of children.

S 28b After contact with skin, wash immediately with plenty of soap and water.

S 45 In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible)

S 50 Do not mix with incompatible materials.

### CONCENTRATION LIMITS:

C > 10%	C	R 31-34
5% ≤ C ≤ 10%	Xi	R 31-36/38

### GERMAN REGULATIONS:

WATER HAZARD CLASS (WGK): 2 (Official German Classification)

## SECTION XVI OTHER INFORMATION

For additional information, contact our technical service department.

Information contained in this MSDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4  
ATLANTA FEDERAL CENTER  
61 FORSYTH STREET  
ATLANTA, GEORGIA 30303-8960

August 6, 2008.

RECEIVED AUG 13 2008

Mr. Marvin Rakes  
Odyssey Manufacturing Company  
1484 Massaro Boulevard  
Tampa, Florida 33619

SUBJECT: Odyssey Manufacturing Company  
Closure Letter

Dear Mr. Rakes:

This is a letter of acknowledgment that Odyssey Manufacturing Company has fulfilled the conditions of the Consent Agreement and Final Order, Docket No. EPCRA-04-2008-2037(b), filed on July 3, 2008. The U.S. Environmental Protection Agency, Region 4, Emergency Planning and Community Right-to-Know Act Enforcement Section considers this matter closed. If you have any questions, please contact Ms. Brika White at (404) 562-9195.

Sincerely,

Caron B. Falconer  
Chief, EPCRA Enforcement Section

AC# 4411468

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09052100875

DATE	BATCH NUMBER	LICENSE NBR
05/21/2009	088221496	QB42028

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2011

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

ODYSSEY MANUFACTURING CO  
1484 MASSARO BLVD  
TAMPA FL 33619

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER

AC# 6201412

STATE OF FLORIDA

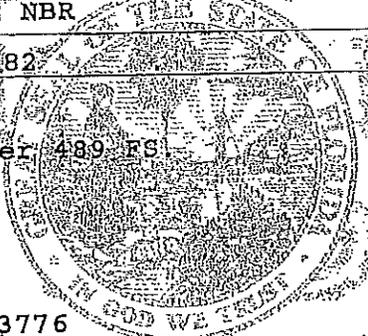
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12071300846

DATE	BATCH NUMBER	LICENSE NBR
07/13/2012	118197876	CFC057182

The PLUMBING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2014

WING, DAVID ALBERT  
ODYSSEY MANUFACTURING CO  
9500 134TH WAY NORTH  
SEMINOLE FL 33776



RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW  
DETACH HERE

KEN LAWSON  
SECRETARY

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER

AC# 6303402

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082500709

DATE	BATCH NUMBER	LICENSE NBR
08/25/2012	128008359	CC01515693

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2014

COGNETT, MICHAEL D  
ODYSSEY MANUFACTURING CO  
1484 MASSARO BLVD  
TAMPA FL 33619



RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY

9:21:58 AM 10/4/2012

## Licensee Details

### Licensee Information

Name: **COGDILL, MICHAEL J (Primary Name)**  
**ODYSSEY MANUFACTURING CO (DBA Name)**

Main Address: **3008 SAMARA DRIVE**  
**TAMPA Florida 33618**

County: **HILLSBOROUGH**

License Mailing:

LicenseLocation: **1484 MASSARO BLVD**  
**TAMPA FL 33619**

County: **HILLSBOROUGH**

### License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1516698**

Status: **Current,Active**

Licensure Date: **01/23/2009**

Expires: **08/31/2014**

Special Qualifications **Qualification Effective**  
**Construction Business 01/23/2009**

[View Related License Information](#)

[View License Complaint](#)

[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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9:22:08 AM 10/4/2012

**Complaint Details**

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all complaints against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our [Public Records page](#).

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our [Search Unlicensed Activity Complaints page](#). For more information about CAM complaints, please visit the [CAMs page](#).

**Name:**

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline	Discipline Date
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No Complaint Information found.

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2012 01/17/2012

**Document Images**

<a href="#">01/17/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/05/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/02/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/04/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/02/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/05/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/05/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/30/1998 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

**Note:** This is not official record. See documents if question or conflict.

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State of Florida, Department of State

## AGREEMENT FOR THE PURCHASE OF SODIUM HYPOCHLORITE

THIS AGREEMENT (“Agreement” or “Contract” hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF LAKE WORTH**, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and **ODYSSEY MANUFACTURING CO.**, 1484 Massaro Blvd., Tampa, FL 33619 a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

### RECITALS

WHEREAS, the CITY desires to purchase sodium hypochlorite; and,

WHEREAS, in 2012, the City of Ocoee, competitively bid and awarded a contract, BID #B13-01, for the purchase of sodium hypochlorite (the Product) and received a response from CONTRACTOR; and,

WHEREAS, the CITY desires to accept CONTRACTOR’s proposal for the Product by using the City of Ocoee contract, under the CITY’s piggyback purchasing procedure, which will incorporate the City of Ocoee contract; and,

WHEREAS, the CITY has determined that entering into this Agreement with the CONTRACTOR for the Product serves a valid public purpose.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. City of Ocoee Contract. The 2012 City of Ocoee Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.
3. CONTRACTOR’s Proposal. In accordance with the pricing, terms and conditions in the 2012 City of Ocoee contract, the CONTRACTOR shall provide all goods and services as stated in its proposal to the City of Ocoee contract, attached hereto and incorporated herein as Exhibit “A”. The goods and services to be provided by the CONTRACTOR, at the price of \$0.61 per gallon, shall be commenced subsequent to the execution and approval of this Agreement by the CITY and upon written notice from the CITY.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:
  - a. This Agreement
  - b. The 2012 City of Ocoee Contract

5. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed the amount of \$0.61 per gallon. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all goods and services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Contract Term. The Agreement shall be effective upon approval by both parties and shall continue until October 30, 2016.

7. Defaults, Termination of Agreement.

7.1 If the CONTRACTOR fails to supply the requested material 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 7.1.

7.2 Notwithstanding paragraph 7.1, 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 the Product delivered or the 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 7.2.

8. Insurance.

8.1. Prior to commencing any services the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies

authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

8.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

9. Waiver of Breach. 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.

10. Indemnity.

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

10.2 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.

10.3 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.

11. Assignment.

11.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, 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.

11.2 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.

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

13. Waiver of Trial by Jury. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

14. Governing Law and Remedies.

14.1 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.

14.2 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.

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

16. Notices.

16.1 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 (3<sup>rd</sup>) 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:

Water Utility Director

City of Lake Worth  
301 College Street  
Lake Worth, Florida 33461

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

Odyssey Manufacturing Co.  
1484 Massaro Blvd.  
Tampa, FL 33619

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

18. Delays and Forces of Nature.

18.1 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.

18.2 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.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

20. Limitations on Liability. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

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

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

23. Palm Beach County Inspector General. 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.

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

25. 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.

26. Copyrights and/or Patent Rights. 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.

27. Compliance with Occupational Safety and Health. CONTRACTOR certifies that all material, equipment, etc., contained in this contract 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.

28. Federal and State Tax. 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.

29. Protection of Property. 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 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.

30. Damage to Persons or Property. The responsibility for all damage to person or property arising out of or on account of work done under this Agreement 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.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for the purchase of sodium hypochlorite as of the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia FOR  
\_\_\_\_\_  
Glen J. Torcivia, City Attorney

**CONTRACTOR: ODYSSEY MANUFACTURING CO.**

By: [Signature]

[Corporate Seal]

Print Name: Patrick H. Allman

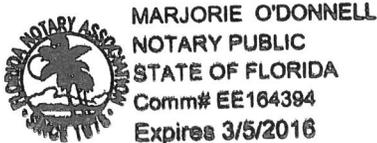
Title: General Manager

STATE OF FLORIDA        )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2015 by Patrick Allman, as General Manager (title), of Odyssey Manufacturing Co., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

[Signature]  
\_\_\_\_\_  
Print Name: Margari O'Donnell  
My commission expires: 3/5/16





**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

Agreement with Craven Thompson and Associates for engineering design, bid and construction phase services for the 2-Inch Watermain Replacement Program, Years 2 through 6

**SUMMARY:**

The Agreement authorizes Craven Thompson and Associates to complete engineering services for the 2-Inch Watermain Replacement Program, Years 2 through 6.

**BACKGROUND AND JUSTIFICATION:**

The City Commission approved the FY2015-2019 Capital Improvement Plan, including a six year capital project to replace all existing 2-inch water distribution pipes in the alleys, easements and roadways of the city. The Commission also approved Resolution 21-2015 on May 5, 2015, authorizing the City to request a Water State Revolving Fund (SRF) loan for construction of this project. The City request for Phase 1 Construction funding was approved for inclusion on the state's priority list for funding, and an application for the loan has been submitted in December 2015.

The project includes installing new 4-inch PVC water distribution pipes, which will improve water quality and pressure to the customers, as well as reducing the occurrence of water pipe breaks. The identified 2-inch galvanized water pipes will primarily be replaced in alleys behind the homes. In some areas where the 2 inch galvanized steel water pipes are in easements that are not accessible, or in the roadway, they will be replaced in the roadway in front of the property. Refer to enclosed Craven Thompson agreement for a detailed project description.

Phase 1A and 1B of the project were designed in FY2015 by Mock Roos under the Consultant Continuing Services Agreement. Due to the size of the proposed project, the City issued a separate Request for Qualification (RFQ #15-303) for Engineering Services for Phases 2-6. The City's selection committee selected Craven Thompson & Associates as the highest qualified firm for a continuing services contract for Phases 2 through 6. The attached agreement is the master agreement with Exhibit "A" authorizing Craven Thompson and Associates to complete engineering design, permitting, and bid phase services for Phase 2 (only) for a price not to exceed \$312,100. The remaining design and construction phase services (Phases 3 – 6) will be presented to the Commission authorized under separate amendments to the agreement for each year of the 5 year program.

**MOTION:**

I move to approve/disapprove the agreement with Craven Thompson and Associates for engineering services for the 2-Inch Watermain Replacement Program, Phases 2 through 6, and for engineering design, permitting, and bid phase services for Phase 2 for a price not to exceed \$312,100.

Attachments

- 1) Fiscal Analysis
- 2) Craven Thompson Agreement to Furnish Professional Services to the City of Lake Worth

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

No fiscal impact for approval of this agreement. Fiscal impact of each task order will be addressed separately.

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	312,100	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	312,100	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 FY2016 Water Distribution Capital budget from account 402-7034-533.63-15. The funds will be released under separate amendments to this agreement for the design and construction phases of each year of the 5 year program.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2016 Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.63-15	Water Distribution Capital	WT-1506	\$3,196,000	NA	\$3,168,460	312,100	\$2,856,360

### C. Fiscal Review:

Larry Johnson – Director  
 Monica Shaner –Assistant Director  
 Corinne Elliott – Assistant Finance Director

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE  
CITY OF LAKE WORTH**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2015, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460, hereinafter referred to as the "City" and **Craven Thompson & Associates, Inc.**, a corporation, whose principal business address is 3563 NW 53<sup>rd</sup> Street, Fort Lauderdale, FL 33309, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the City issued Request for Proposal # 15-303 for Engineering Services for design, bid and construction phase services for the 2-inch watermain replacement program (hereinafter the "RFQ"); and

WHEREAS, the CONSULTANT submitted a proposal in response to the RFQ; and

WHEREAS, the City desires to make a non-exclusive award to the CONSULTANT based on the RFQ and the CONSULTANT's proposal to provide Engineering Services for design, bid and construction phase services for the 2-inch watermain replacement program (hereinafter the "Project"); and

WHEREAS, the City finds awarding the RFQ to the CONSULTANT as described herein serves a valid public purpose.

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

**ARTICLE 1 - SCOPE OF SERVICES**

The CONSULTANT will provide the City with engineering services for the Project as specified and more fully described in Exhibit "A", the Project's Scope of Services, which is attached hereto and incorporated herein (herein the "services"). If applicable, the CONSULTANT shall cooperate and work with the City's authorized representative in the provision of all services.

**ARTICLE 2 - TERM OF AGREEMENT**

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor. The services shall commence upon the issuance of a Notice to Proceed by the City and may be terminated in accordance with Article 7.

### ARTICLE 3 – COMPENSATION

A. Services: The City shall pay the CONSULTANT the not to exceed amount as set forth in Exhibit "B" for the services to be performed as set forth in Exhibit "A" for each phase, including all reimbursables. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services set forth in the scope of services, Exhibit "A", shall not exceed the amount set forth in Exhibit "B" and no additional costs shall be authorized without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount in excess of the amount set forth in Exhibit "B". Any extra services shall be billed at the hourly rate set forth in Exhibit "B". Prior to performing any services not included in the initial scope of services, CONSULTANT shall obtain written permission from the City. **The parties agree that after the first two year period and every two years thereafter, the hourly rates may be adjusted and any revised hourly rates must be agreed upon by both parties. If no agreement is reached this agreement may be terminated upon 30 days written notice by either party.**

B. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, are included in the fee amount set forth in Exhibit "B" and included in the CONSULTANT'S response to the RFQ.

C. Direct Project Expenses: Charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants, is included in the fee amount provided in Exhibit "B" and the City shall not be responsible for payment of any other direct project expenses.

D. Status Report: The CONSULTANT shall complete and submit a budgetary status report, showing specifically the hours performed under each hourly rate with each invoice, as requested by City.

### ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

C. Fiscal Non-funding: In the event sufficient budgeted funds are not available for a

new fiscal period, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City.

## **ARTICLE 5 - TERMS OF PERFORMANCE**

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City inspection and audit at the CONSULTANT's office, or at an office located in Palm Beach County, whichever is closer, upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office or the location specified above. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT.

I. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment

or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

J. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

K. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the work associated with the Project without prior written City approval.

L. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

## **ARTICLE 6 – SUSPENSION BY CITY FOR CONVENIENCE**

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

## **ARTICLE 7 –TERMINATION**

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give

written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by either party: Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 10 day's notice. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the completion of the scope of services by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
4. Continue and complete all parts of the services that have not been terminated.

## **ARTICLE 8 –INDEMNIFICATION AND INSURANCE**

A. Indemnification: The CONSULTANT agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (at all trial and appellate levels), in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence,

recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Article, the CONSULTANT shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONSULTANT's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONSULTANT of any of its obligations hereunder. If the CONSULTANT assumes control of the defense of any third party claim in accordance with this paragraph, the CONSULTANT shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Article, the CONSULTANT shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONSULTANT has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all

subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

## **ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

## **ARTICLE 10 - REMEDIES**

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

## **ARTICLE 11 – NOTICE**

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Craven Thompson & Associates, Inc.  
3563 NW 53<sup>rd</sup> Street  
Fort Lauderdale, FL 33309

All notices to the City shall be sent to:

Office of the City Manager  
c/o City of Lake Worth

7 North Dixie Highway  
Lake Worth, FL 33460.

#### **ARTICLE 12 – NO CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The fixed fee amount and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the fixed fee amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

#### **ARTICLE 14 – PUBLIC ENTITIES CRIMES**

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

#### **ARTICLE 15 - NONEXCLUSIVE AGREEMENT**

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

#### **ARTICLE 16 - MISCELLANEOUS**

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws

of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement, including the RFQ, CONSULTANT's response to the RFQ and the exhibit hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); Exhibit "A" and CONSULTANT's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the CONSULTANT's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.

F. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

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

## **ARTICLE 17 - PALM BEACH COUNTY INSPECTOR GENERAL**

In accordance with Palm Beach County ordinance number 2011-009, the

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

#### **ARTICLE 18 - PUBLIC RECORDS**

The CONSULTANT 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 CONSULTANT 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.

#### **ARTICLE 19 - REPRESENTATIONS/BINDING AUTHORITY**

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to Furnish Professional Services on the day and date first above written:

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

CJA FOR  
\_\_\_\_\_  
Glen J. Torcivia, City Attorney

**CONSULTANT: CRAVEN THOMPSON & ASSOCIATES, INC.**

[Corporate Seal]

By: \_\_\_\_\_  
Print Name: PATRICK J. GIBNEY  
Title: V.P. Engineering

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9th day of December, 2015 by PATRICK J. GIBNEY, as V.P. Engineering (title), of Craven Thompson & Associates, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.



Notary Public Patricia D Joyce  
Print Name: PATRICK J GIBNEY

My commission expires: 3/23/2018

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

November 16, 2015

Mr. Michael Bornstein, City Manager  
City of Lake Worth  
7 N. Dixie Highway  
Lake Worth, Florida 33460

RE: CITY OF LAKE WORTH  
TASK ORDER NO. 1: PHASE 2 - 2" WATERMAIN REPLACEMENT PROGRAM  
SURVEY, ENGINEERING DESIGN AND BIDDING SERVICES  
CTA PROPOSAL NO. 2015-W03.411 (REVISED)

Dear Mr. Bornstein,

The firm of Craven Thompson & Associates, Inc. (CTA) is pleased to provide you with the following revised proposal for professional services for the 2" Watermain Replacement Program. All services and terms are per the Original Agreement with City of Lake Worth Project No. RFQ No. 15-303, Phases 2 through 6. The construction scope of the project involves the replacement of 2" diameter steel lines over a six year phased plan. Phase 2, the subject of this proposal, is located in the City's District 3 and consists of approximately 3.5 miles (or 18,480LF) of 2" diameter water main replacement (See Exhibit "1").

The work will consist of survey, water main improvements design, utility coordination, permitting, bid assistance, and DWSRF loan administration assistance for the Phase 2 improvements. For Hourly breakdown of services see attached Exhibit "B". The specific scope is as follows:

I. SURVEYING SERVICES

1.1 Boundary and Topographic Survey (CTA Task No. 11020 / 11281)

Prepare a boundary and topographic survey of the rights-of-way and alleys covering approximately 3.50 miles of roadway shown as Phase 2 of a 6 Phase plan, based on the limits shown on the attached Exhibit '1'. The survey will meet the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17.050 - .052, Florida Administrative Code.

- The survey will include recovery of sufficient existing boundary and/or right-of-way monumentation to determine the right-of-way lines needed in order to tie all visible improvements to.
- Locations of all aboveground and visible improvements, including pavement, pavement markings, slabs, fences, signs, overhead wires, trees, and utility features, within the limits of the existing platted rights-of-way.
- Rims, inverts and pipe sizes will be measured on all sanitary and drainage structures found within the project limits, if accessible and physically unobstructed, otherwise they will be noted on the drawing.
- Existing trees, three (3) inches in diameter and above, at four (4) feet aboveground, will be located and identified with diameter and common name.

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers  
Planners  
Surveyors  
Landscape Architects

3563 N.W. 53rd Street  
Fort Lauderdale, FL 33309-6311  
(954)739-6400  
Fax (954) 739-6409

- Elevations will be taken on an approximate at fifty (50) foot cross-sections, along all roadways and alleys extend approximately 10-15 feet outside the right-of-way where accessible, permitted by the adjacent property owners, and can be done safely by the Survey crew in the field.
- Elevation datum to be decided by the City of Lake Worth and will be relative to either National Geodetic Vertical Datum of 1929 (NGVD29) or North American Vertical Datum of 1988 (NAVD88), and based on Palm Beach County, National Geodetic Survey (NGS) or Florida Department of Transportation (FDOT) benchmarks.
- The surveys will be in the projection: State Plane, Florida East Zone, NAD 83(90), US Survey feet.
- Three (3) benchmarks will be provided on, or immediately adjacent to, each for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, Version 2012 or higher, drawing file format.
- Roadways or alleys that adjoin or are in close proximity to each other will be combined into one survey drawing.
- The final deliverable will be provided in hard copy, signed and sealed surveys (24" x 36").

<i>Lump Sum Survey</i> .....	<i>\$73,560.00</i>
<i>Lump Sum Mobile Lidar</i> .....	<i>\$25,000.00</i>
<b><i>SURVEYING SERVICES</i></b> .....	<b><i>\$98,560.00</i></b>

**II. GEOTECHNICAL ENGINEERING**

(to be provided by Tierra South Florida, Inc. and included in this proposal)

- 2.1 Geotechnical Testing Services (CTA Task No. 31006)  
 Geotechnical services to provide soil borings.

<i>Lump Sum</i> .....	<i>\$6,500.00</i>
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- 2.2 Test Holes (CTA Task No. 12800)  
 Test holes exploration to determine location of existing underground utilities at potential utility crossings. This includes a maximum 40 test-hole locations and horizontal and vertical location of test hole.

<i>Lump Sum</i> .....	<i>\$11,700.00</i>
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<b><i>GEOTECHNICAL ENGINEERING SERVICES</i></b> .....	<b><i>\$18,200.00</i></b>
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**III. CIVIL ENGINEERING SERVICES**

- 3.1 Final Watermain Plans (CTA Task No. 31040)  
 Prepare final water main design plans for 50%, 90% and 100% submittals for Phase 2 of the 2" Watermain Replacement Program as shown in attached Exhibit "1". The plans shall include existing conditions, watermain plan and details. Prepare Cost Estimates for 50%, 90% and 100% submittals.

<i>Lump Sum</i> .....	<i>\$139,000.00</i>
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- 3.2 Prepare and Process Permit Applications (CTA Task No. 31080)  
Prepare and process water and utility permit applications and supporting documents through appropriate state and local agencies including:
- Palm Beach County Public Health Unit
  - Florida Department of Transportation (FDOT) Utility Permit
  - City of Lake Worth Engineering

*Lump Sum* ..... \$15,080.00

- 3.3 Prepare Contract Documents for Bidding purposes (CTA Task No. 31115)  
Prepare Contract Documents for Bidding purposes including Technical Specifications, Bid Schedule, Measurement and Payment, Bidding Assistance, Addendum preparation and Bid Review.

*Lump Sum* ..... \$16,000.00

- 3.4 Meeting Attendance (CTA Task No. 31100)  
Prepare for and attend coordination meetings and conference calls, regarding the proposed project. This task shall include meetings with the City Staff, Florida franchise utilities, local permitting agencies, and the public.

*Lump Sum* ..... \$7,000.00

**CIVIL ENGINEERING SERVICES** ..... \$177,080.00

**IV. DWSRF LOAN ADMINISTRATION ASSISTANCE**

- 4.1 DWSRF Loan Administration
- CTA shall advise on approval of pay applications and prepare and process Reimbursement Form. Form shall be accompanied by: contractors request for payment; certification of pay request by CTA; any executed change orders; and signed contractor's Sales Tax Form for the period.
  - An inspection and certification of the completed Phase 2 will be performed in accordance with rules governing public water supply in the Florida administrative Code.

*Hourly, Estimated Budget* ..... \$15,160.00

**DWSRF LOAN ASSISTANCE PHASE TOTAL** ..... \$15,160.00

**V. REIMURSABLES**

- 5.1 Reimbursable Expenses (CTA Task No. 31140)  
Reimbursable expenses such as courier services, progress prints, permit prints, etc. This task also includes permit fee for Palm Beach County Health Department.

*Hourly, Estimated Budget* ..... \$3,100.00

**SUMMARY OF FEES**

I.	SURVEYING SERVICES .....	\$98,560.00
II.	GEOTECHNICAL SERVICES .....	\$18,200.00
III.	CIVIL ENGINEERING SERVICES .....	\$177,080.00
IV.	DWSRF LOAN ASSISTANCE SERVICES.....	\$15,160.00
V.	REIMBURSABLES.....	\$3,100.00
	GRAND TOTAL (INCLUDING REIMBURSABLES).....	\$312,100.00

**Deliverables shall include:**

1. 50% & 90% Design Phase
  - One hard copy to City Staff.
2. Meeting will be required with City Staff within five (5) working days after each submittal. Meetings will discuss comments for each submittal.
3. 100% Final Submittals
  - Sets of plans signed and sealed.
    - Cover Sheet ..... C-1
    - General Notes ..... C-2
    - Water Main Plan ..... C-3 Through C-35
    - Construction Details..... C-36 Through C-40
  - One (1) hard copy: technical specs, geotechnical report, final cost estimate.
    - Geotechnical Report prepared by sub-consultant, Tierra South Florida, Inc.
    - Technical Specifications including CSI Division 2.
    - Final cost estimate.
    - Copies of permit applications including:
      - Palm Beach County Public Health Unit
  - One (1) digital copy with technical specifications (editable version) that can be incorporated in our bid package, to include geotechnical report and drainage calculation.
  - One (1) digital copy (editable version) of bid item list and construction estimate.
4. DWSRF Loan Administration Documents





**EXHIBIT "B"**  
**HOURLY RATES**

**HOURLY FEE SCHEDULE**

**Civil Engineering Services**

Principal Engineer .....	\$195/Hour
Senior Supervising Engineer .....	\$175/Hour
Senior Engineer .....	\$130/Hour
Project Engineer.....	\$110/Hour
Engineering Senior CADD Technician.....	\$90/Hour

**Land Surveying & Mapping Services**

Principal Surveyor .....	\$155/Hour
Professional Land Surveyor.....	\$120/Hour
Project Surveyor .....	\$110/Hour
Survey CADD / GIS Tech.....	\$80/Hour
Survey Field Crew (1-Man Crew) .....	\$87/Hour
Survey Field Crew (2-Man Crew) .....	\$125/Hour
Survey Field Crew (3-Man Crew) .....	\$155/Hour
Survey Crew with Laser Scan (3-Man Crew) .....	\$250/Hour

**Landscape Architecture and Planning Services**

Principal Landscape Architect / Principal Planner .....	\$155/Hour
Senior Landscape Architect .....	\$130/Hour
Landscape Architect.....	\$120/Hour
Project Landscape Designer.....	\$110/Hour
Project Planner .....	\$110/Hour

**Construction Administration Services**

Director of Construction Management .....	\$140/Hour
Senior Field Representative .....	\$90/Hour
Field Representative .....	\$80/Hour

**Miscellaneous**

Clerical .....	\$70/Hour
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**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Economic Development

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**EXECUTIVE BRIEF**

**TITLE:**

Restrictive Covenant for Benzaiten Center for Creative Arts, Inc. (Benzaiten)

**SUMMARY:**

The restrictive covenant is a requirement for Benzaiten to be awarded a \$141,000 cultural facilities grant from the Florida Department of State for the construction/build-out of the Metal Works Foundry and Flame Working Studio and requires Benzaiten to maintain the facility as a “cultural facility” for ten (10) years.

**BACKGROUND AND JUSTIFICATION:**

On November 6, 2013, the City entered a lease agreement with Benzaiten for the creation of a public creative arts center that would provide space to artists of various disciplines. The project includes, but is not limited to, metal works, glass works and ceramics. Also included is gallery space, education outreach, artist-in-residence, and internships. The lease is for the City owned property at 1105 2<sup>nd</sup> Avenue South (the former FEC train depot) and has a term of 19 years, 11 months, and 29 days.

Because the City owns the property, the Florida Department of State requires Benzaiten and the City to execute the 10-year restrictive covenant. Since the City’s lease agreement with Benzaiten extends past the ten year time frame of the restrictive covenant, City staff recommends approval of restrictive covenant.

**MOTION:**

I move to approve/disapprove the Restrictive Covenant for the Cultural Facilities Grant.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Restrictive Covenant

**RESTRICTIVE COVENANT**

(Grantee leases land and building from Govt. Entity.)

THIS RESTRICTIVE COVENANT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **City of Lake Worth**, hereinafter referred to as the "Owner"; **Benzaiten Center for Creative Arts, Inc.**, hereinafter referred to as the "Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Owner is the fee simple title holder of the building(s) and the underlying land located at **1105 2<sup>nd</sup> Avenue, South, Lake Worth, Florida 33460**. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee leases the building(s) and underlying land from the Owner from **16 years as of July 2015**. "Facility" is used herein to refer to the building(s) and the associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **\$141,000**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility in accordance with Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as "cultural facility," as defined herein, for at least (10) ten years following the execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties hereby agree to the following:

- 1.) This restrictive covenant shall run with the title to the land and the cultural facility, encumber them, and be binding upon the Grantee, the Owner and their successors in interest for ten (10) years following the execution of the grant award agreement.
- 2.) The grant award shall only be expended for

**Project Title: Benzaiten Center for Creative Arts: Renovation Phase 1 (16.9.200.577)**

3.) The Parties agree that for the required duration of this covenant, all improvements to the facility and the associated land, funded in whole or part by grant funds shall be owned by the Owner.

4.) The Division has the right to inspect the facility and the associated land at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.

5.) The facility shall be maintained as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums.

6.) This restrictive covenant will be violated if the Grantee, the Owner, or their successors in interest do not use or cease to use the facility as a cultural facility, as defined herein, and as required by Section 265.701(4), F.S., within ten (10) years following the execution of the grant award agreement. If the Grantee violates this restrictive covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:

- a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;
- b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;
- c. If the violation occurs more than six (6) but less than seven (7) years following execution of the grant award agreement, 65% of the grant amount;
- d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;
- e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and
- f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) The amount due as a result of Grantee's violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties.

8.) If the entire amount due under the paragraph (6.) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the facility is located. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. The Division shall have the right to enforce the stipulated judgment by resorting to any legal or equitable available remedy including an action for specific performance.

9.) As a condition to receipt of the grant funds, the Grantee shall:

- a. Record this covenant in the public records with the Clerk of the Circuit Court of **Palm Beach County**, Florida;
- b. Pay all fees associated with its recording; and
- c. Provide a certified copy of the recorded covenant to the Division and to the Owner.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee and the Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

**WITNESSES:**

**PARTIES:**

[Signature]  
First Witness Signature

Jo Anne Berkow  
GRANTEE SIGNATURE

David Martin  
First Witness Name (print)

JoAnne Berkow  
GRANTEE NAME (print)

Elean Rodriguez  
Second Witness Signature

1105 2nd Ave S., Lake Worth FL 33460  
GRANTEE ADDRESS

[Signature]  
Second Witness Name (print)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The State of Florida County of Polk Beach

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

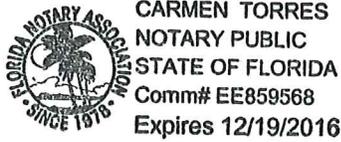
Joanne Berkow personally  
(Name)

appeared as President for Benzaiten Center For Creative Arts  
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced Florida Driver License

Executed and sealed by me at \_\_\_\_\_, Florida on 12/18/15



[Signature]  
Notary Public in and for  
The State of Florida  
My commission expires: 12-19-16

[SEAL]



\_\_\_\_\_  
First Witness Signature                      OWNER SIGNATURE

\_\_\_\_\_  
First Witness Name (print)                      OWNER NAME (print)

\_\_\_\_\_  
Second Witness Signature                      OWNER ADDRESS

\_\_\_\_\_  
Witness Name (print)                      City                      State                      Zip

The State of Florida County of \_\_\_\_\_

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

\_\_\_\_\_ personally  
(Name)

appeared as \_\_\_\_\_ for \_\_\_\_\_  
(Position)                      (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced \_\_\_\_\_

Executed and sealed by me at \_\_\_\_\_, Florida on \_\_\_\_\_

Notary Public in and for  
The State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

For the Division of Cultural Affairs:

R.A. Gray Building  
500 S. Bronough St.  
Tallahassee, Florida 32303

\_\_\_\_\_  
Sandy Shaughnessy, Director

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
First Witness Signature

\_\_\_\_\_  
First Witness Name (Print)

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Second Witness Name (Print)

The State of Florida County of \_\_\_\_\_

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

\_\_\_\_\_ personally  
(Name)

appeared as \_\_\_\_\_ for the Florida Department of State, Division of  
(Position)

Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced \_\_\_\_\_

Executed and sealed by me at \_\_\_\_\_, Florida on \_\_\_\_\_.

Notary Public in and for

The State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

[SEAL]



**Lake Worth, Florida. The Art of Florida Living.<sup>sm</sup>**

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**Office of the City Manager**

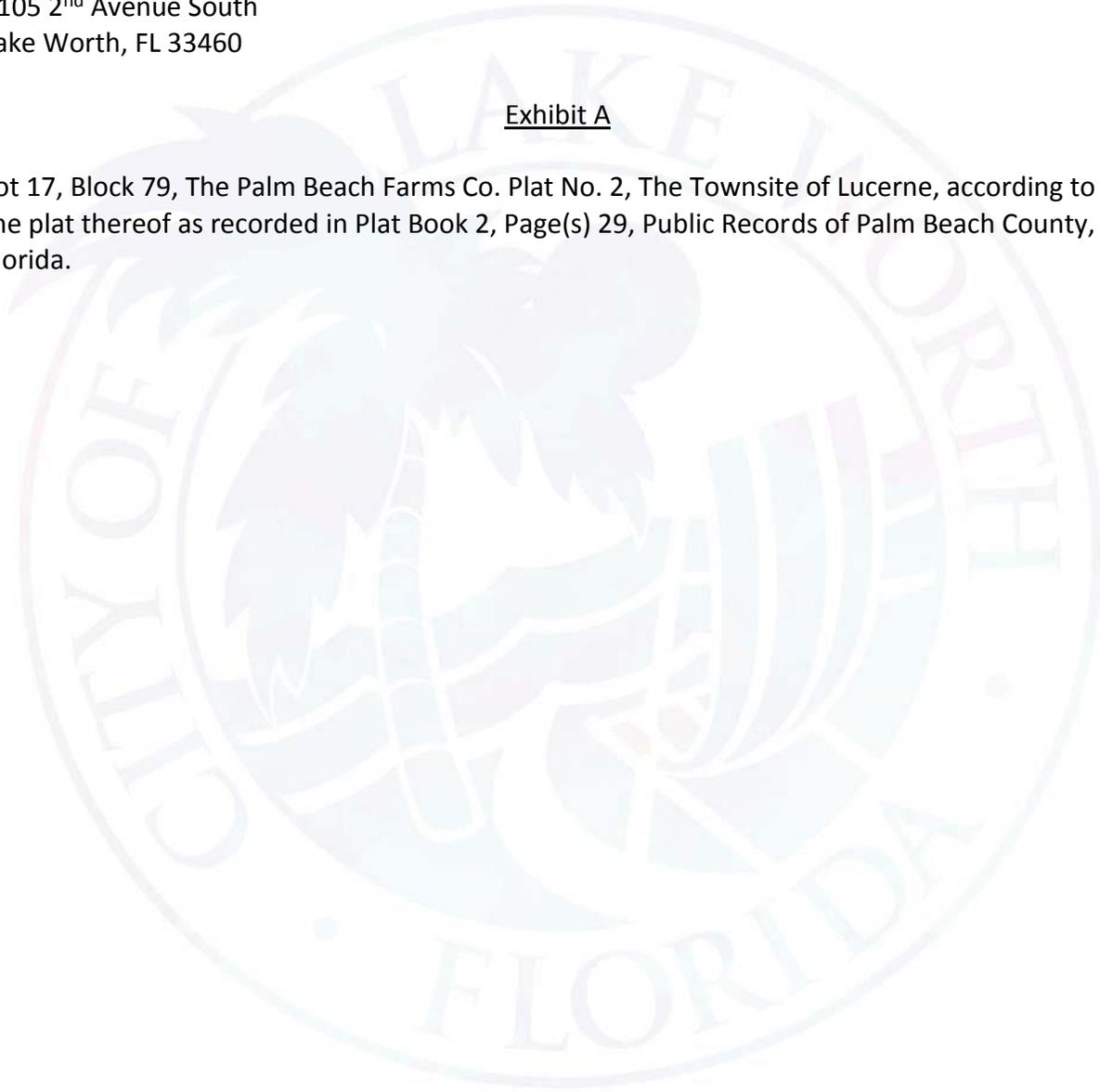
7 North Dixie Highway  
Lake Worth, FL 33460

**561.586.1630**

1105 2<sup>nd</sup> Avenue South  
Lake Worth, FL 33460

Exhibit A

Lot 17, Block 79, The Palm Beach Farms Co. Plat No. 2, The Townsite of Lucerne, according to the plat thereof as recorded in Plat Book 2, Page(s) 29, Public Records of Palm Beach County, Florida.





**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Legal

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**EXECUTIVE BRIEF**

**TITLE:**

Settlement on attorney's fees for City of Lake Worth v. C & E Holding of Palm Beach County Inc.

**SUMMARY:**

This Settlement will resolve the award of attorney's fees to C & E Holding of Palm Beach County Inc.'s attorney.

**BACKGROUND AND JUSTIFICATION:**

In 2006, the City of Lake Worth initiated a foreclosure case against C & E Holding of Palm Beach County Inc. based on several code enforcement liens recorded against the real property generally located at 19<sup>th</sup> Avenue North and North "A" Street (adjacent to the northbound lane of I-95). The case was dismissed for fraud on the court due to a City affidavit which failed to identify one or more of the liens as having been released by the City. In 2012, the case resurfaced because the property owner alleged the City's remaining liens had to be released due to the dismissal of the case. The City Attorney's Office asserted on behalf of the City that the order of dismissal did not require the remaining liens to be released. The City's argument was essentially that the City lost the ability to foreclose the liens with the dismissal but that the liens remained valid liens of record. This argument is consistent with established case law on liens of mortgages. The Circuit Court disagreed with the City's argument and granted the property owner, C & E Holding of Palm Beach County Inc.'s, motion to release the remaining liens. Due to the fact that the remaining liens exceeded \$140,000 in fines; that C & E Holding was unwilling to pay any reduced amount on the liens (consistent with the City's code of ordinances); and, that there were continuing concerns with the condition of the property, the City Attorney's Office appealed the Circuit Court's ruling. In November, the Fourth District Court of Appeals issued an order affirming the Circuit Court's order to release the liens. The Fourth District Court of Appeals decision was without a written opinion which essentially ends the case. Pursuant to the Circuit Court's order (as affirmed by the appellate court), the City has issued a release of the liens.

Because the case evolved from a foreclosure under Chapter 162, Florida Statutes, the Fourth District Court of Appeals entered an order awarding attorney's fees to the property owner's attorney pursuant to statute. See section 162.10, Florida Statutes (prevailing party entitled to attorney's fees). We have come to an agreement with the attorney, John Jorgensen, on the amount of fees (in lieu of a hearing on the same and additional expense to both parties). Mr. Jorgensen has agreed to reduce his fees to \$17,000 from an initial request of over \$21,000.

**MOTION:**

I move to approve/not approve the settlement with payment of attorney's fees in the amount of \$17,000.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Detail Transaction File List

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	17,000	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	17,000	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:

Legal Department		C & E Holdings of Palm Beach County				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Current Balance	Agenda Expense	Balance
520-1331-513-31-10	Self Ins Fund -Legal	N/A	438,000	266,866	(17,000)	249,866

C. Department Fiscal Review: \_\_\_\_\_

Trans Date	Tmkr	Hours to Bill	Amount		Ref #
<b>Client ID 45035. C AND E HOLDING OF PALM BEACH COUNTY, INC.</b>					
03/03/2015	DMJ	0.80	240.00	LEGAL RESEARCH RE: RULE 1.525	270
03/03/2015	DMJ	0.30	90.00	REVIEW MOTION TO RELEASE OF LIENS AND RECORD ON APPEAL	271
03/03/2015	JMJ	0.40	160.00	REVIEW ISSUES RE: ATTORNEY'S FEES	272
03/23/2015	JMJ	0.30	120.00	RECEIPT AND REVIEW OF MOTION FOR EXTENSION, E-MAILS TO COUNSEL	273
05/29/2015	JMJ	0.40	160.00	RECEIPT AND REVIEW OF INITIAL BRIEF	274
05/29/2015	DMJ	0.30	90.00	REVIEW FILE, APPELLANT'S INITIAL APPEAL	275
06/01/2015	DMJ	0.90	270.00	REVIEW MOTION TO DISMISS AND RECEIVED APPEAL	276
06/01/2015	DMJ	0.80	240.00	REVIEW FILE, APPELLANT'S INITIAL BRIEF	277
06/01/2015	JMJ	1.00	400.00	REVIEW INITIAL BRIEF; ANALYZE ISSUES	298
06/02/2015	DMJ	0.90	270.00	REVIEWED INITIAL BRIEF	278
06/03/2015	DMJ	0.90	270.00	REVIEWED RECORD ON APPEAL	279
06/03/2015	DMJ	0.50	150.00	LEGAL RESEARCH RE: FRAUD ON THE COURT	280
06/03/2015	DMJ	2.10	630.00	PREPARATION OF REPLY BRIEF	281
06/03/2015	JMJ	0.30	120.00	REVIEW ISSUES RE: ANSWER BRIEF	297
06/04/2015	DMJ	0.60	180.00	RECORD AN APPEAL	282
06/04/2015	DMJ	0.60	180.00	PREPARATION OF BRIEF	283
06/05/2015	DMJ	0.90	270.00	LEGAL RESEARCH RE: FRAUD ON THE COURT	284
06/05/2015	DMJ	2.30	690.00	PREPARATION OF BRIEF	285
06/08/2015	DMJ	0.70	210.00	PREPARATION OF BRIEF	286
06/08/2015	DMJ	0.50	150.00	LEGAL RESEARCH RE: DISMISSALS	287
06/09/2015	DMJ	1.20	360.00	PREPARATION OF BRIEF	288
06/09/2015	DMJ	0.30	90.00	LEGAL RESEARCH RE: FRAUD	289
06/10/2015	DMJ	2.00	600.00	PREPARATION OF BRIEF	290
06/10/2015	DMJ	0.60	180.00	LEGAL RESEARCH RE: ADJUDICATES ON THE MERITS	291
06/11/2015	DMJ	3.20	960.00	PREPARATION OF BRIEF	292
06/11/2015	DMJ	3.20	960.00	PREPARATION OF BRIEF	293
06/11/2015	DMJ	0.50	150.00	LEGAL RESEARCH RE: DISMISSALS	294
06/12/2015	DMJ	2.80	840.00	PREPARATION OF BRIEF	295
06/12/2015	DMJ	0.60	180.00	REVIEW FILE, APPENDIX	296
06/15/2015	DMJ	2.20	660.00	PREPARATION	300
06/15/2015	DMJ	0.50	150.00	LEGAL RESEARCH RE: FRAUD ON THE COURT	301
06/15/2015	DMJ	0.40	120.00	REVIEW FILE; RECORD ON APPEAL	302
06/16/2015	DMJ	3.00	900.00	PREPARATION OF BRIEF	303
06/17/2015	JMJ	1.20	480.00	PREPARATION OF ANSWER BRIEF	299
06/17/2015	DMJ	1.00	300.00	LEGAL RESEARCH RE: ENFORCEMENT OF JUDGMENTS	304
06/17/2015	DMJ	0.30	90.00	MOTION FOR EXTENSION	305
06/17/2015	DMJ	0.20	60.00	E-MAIL TO MJM	306
06/17/2015	DMJ	1.80	540.00	PREPARATION OF BRIEF	307
06/18/2015	DMJ	1.70	510.00	PREPARATION OF BRIEF	308
06/18/2015	DMJ	0.50	150.00	LEGAL RESEARCH RE: ENFORCEMENT OF JUDGMENT	309
06/18/2015	DMJ	0.20	60.00	E-MAIL TO MJM	310
06/19/2015	DMJ	3.00	900.00	PREPARATION OF BRIEF	312
06/19/2015	DMJ	0.40	120.00	LEGAL RESEARCH RE: DURATION OF LIENS	313
06/19/2015	DMJ	0.20	60.00	LEGAL RESEARCH RE: RESEARCHED SET OFFS	314
06/22/2015	DMJ	2.00	600.00	PREPARATION OF BRIEF	315
06/22/2015	DMJ	0.70	210.00	LEGAL RESEARCH RE: LIENS	316
06/22/2015	DMJ	0.80	240.00	LEGAL RESEARCH RE: WRITS	317
06/22/2015	DMJ	0.30	90.00	LEGAL RESEARCH RE: FORECLOSURE SALES	318
06/22/2015	DMJ	0.30	90.00	LEGAL RESEARCH RE: SET-OFFS	319
06/23/2015	JMJ	1.00	400.00	PREPARATION OF ANSWER BRIEF	311
06/23/2015	DMJ	1.00	300.00	PREPARATION OF BRIEF	320
06/23/2015	DMJ	0.30	90.00	LEGAL RESEARCH RE: STANDARD OF REVIEW	321
06/24/2015	DMJ	0.50	150.00	LEGAL RESEARCH RE: ENFORCEMENT	322
06/24/2015	DMJ	0.50	150.00	REVIEW FILE, APPELLANT'S BRIEF	323
06/24/2015	DMJ	0.40	120.00	LEGAL RESEARCH RE: ISSUES	324
06/24/2015	DMJ	1.00	300.00	PREPARATION OF BRIEF	325
06/24/2015	JMJ	0.90	360.00	PREPARATION OF ANSWER BRIEF	326

Trans Date	Tmkr	Hours to Bill	Amount		Ref #
<b>Client ID 45035. C AND E HOLDING OF PALM BEACH COUNTY, INC.</b>					
06/25/2015	JMJ	0.30	120.00	PREPARATION OF BRIEF	327
06/25/2015	DMJ	0.60	180.00	LEGAL RESEARCH RE: WAIVER	328
06/25/2015	DMJ	1.50	450.00	PREPARATION OF BRIEF	329
06/25/2015	DMJ	0.90	270.00	LEGAL RESEARCH RE: JURISDICTION	330
06/26/2015	DMJ	1.00	300.00	BRIEF	331
06/29/2015	DMJ	2.20	660.00	PREPARATION OF BRIEF	332
06/29/2015	JMJ	1.20	480.00	PREPARATION OF BRIEF	335
06/30/2015	DMJ	1.00	300.00	PREPARATION OF BRIEF	333
06/30/2015	DMJ	0.40	120.00	MOTION FOR ATTORNEY'S FEES	334
06/30/2015	JMJ	1.20	480.00	PREPARATION OF ANSWER BRIEF	336
06/30/2015	JMJ	0.40	160.00	DRAFT MOTION FOR FEES	337
07/01/2015	JMJ	0.50	200.00	PREPARATION OF FINAL REVISIONS	338
07/01/2015	JMJ	0.30	120.00	PREPARATION OF FINAL REVISIONS TO BRIEF	339
07/20/2015	DMJ	0.60	180.00	RECEIVE AND REVIEW REPLY BRIEF	340
11/19/2015	JMJ	0.20	80.00	RECEIPT AND REVIEW OF OPINION	341
11/19/2015	DMJ	0.20	60.00	RECEIPT AND REVIEW OF ORDER GRANTING C&E FEES, ORDER DENYING CITY FEES	342

Subtotal for Fees	Billable	<u>68.70</u>	<u>21,570.00</u>
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<b>Total for Client ID 45035.</b>	Billable	<u>68.70</u>	<u>21,570.00</u>	C AND E HOLDING OF PALM BEACH COUNTY, INC. V. CITY OF LAKE WORTH
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**GRAND TOTALS**

	Billable	<u>68.70</u>	<u>21,570.00</u>
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**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Agreement with Florida Railroad, LLC, for acquisition of certain rights of way and an easement for the Boutwell Road Infrastructure Project

**SUMMARY:**

This Agreement provides for the dedication of a ten foot (10') right of way and the granting of a ten foot (10') easement for a bio-swale and landscaping associated with the Boutwell Road Infrastructure project.

**BACKGROUND AND JUSTIFICATION:**

Over the past three years, the City has been working with its client representative, Mathews Consulting, and its design engineer, Mock Roos, to complete the necessary permit documents for the Boutwell Road Infrastructure Project. Now that the design work is 95% complete, the process to acquire and control the required rights of way to construct the project has begun. This agreement serves as the third formal, voluntary dedication of rights of way for property necessary for the roadway to be constructed. One (1) parcel is involved. The right of way dedication provides the required seventy foot (70') right of way for along Boutwell Road north of Fourth Avenue North and the required northwest corner clip for Boutwell Road and Fourth Avenue North. The agreement includes the granting of an easement for a ten foot (10') landscaped bioswale to run along the western side of the improved Boutwell Road.

**MOTION:**

I move to approve/disapprove an agreement with Florida Railroad, LLC, for acquisition by dedication of certain rights of way and an easement for the Boutwell Road Infrastructure Project.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Agreement w/exhibits

**AGREEMENT FOR RIGHT OF WAY DEDICATION AND  
THE GRANTING OF A PERMANENT EASEMENT**

THIS AGREEMENT (this "Agreement") entered into this \_\_\_\_ day of December, 2015, by and between the **CITY OF LAKE WORTH**, a Florida municipal corporation (hereinafter referred to as "City"), and **FLORIDA RAILROAD, LLC**, a Florida limited liability company (hereinafter referred to as "Owner"), provides as follows:

**WHEREAS**, a project called the Hardrives Maintenance Facility (hereinafter referred to as "Hardrives") is being developed along the west side of Boutwell Road, just south of 10<sup>th</sup> Avenue North in the City; and

**WHEREAS**, Owner agrees to dedicate certain land, for right-of-way purposes to the City as shown on **Exhibit "A"**, attached hereto and incorporated herein; and

**WHEREAS**, Owner agrees to grant the City a permanent easement over certain land, as shown on **Exhibit "B"**, attached hereto and incorporated herein, for the maintenance of landscaping and associated irrigation equipment; and

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and City hereby agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated as if fully set forth herein.
2. **Dedication.** Owner agrees to dedicate property, as shown on **Exhibit "A"**, to the City for right of way purposes. Owner shall execute the right of way deed, attached hereto as **Exhibit "C"**, and provide such executed copy to the City upon the execution of this Agreement by Owner.
3. **Easement.** Owner agrees to grant a permanent easement, over the property shown on **Exhibit "B"** to the City for the maintenance of landscaping and irrigation lines/equipment as needed after installation by Owner. Owner shall execute the easement agreement granting the aforesaid easement, in the form attached hereto as **Exhibit "D"**, and provide such executed copy to the City upon the execution of this Agreement by Owner. The City shall maintain the landscaping and irrigation lines/equipment at no cost to the Owner. Owner shall install all required landscaping and irrigation lines/equipment in the in the easement area as shown on the approved landscaping/site plan at its sole cost and expense.

4. **Project Vesting.** All property development regulations, including, without limitation, lot coverage, floor area ratio, landscaped open space and building set-backs will be vested based on the total area of the property prior to the right of way dedication and the granting of the easement. If Owner's currently contemplated project is delayed or is not constructed the development rights of the lands dedicated by Owner, including, without limitation, the lands dedicated by Owner described in **Exhibit "A"** or subject to the easement described in **Exhibit "B"** shall be vested for and credited to the currently contemplated project or any future project.

5. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties as to the subject matter hereof and supersedes all other negotiations, understandings and representations (if any) made by and between the parties.

6. **Notices.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if hand-delivered or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest of that party at the addresses set forth above, or to any other address or addresses as any party may designate from time to time by notice given in accordance with this paragraph.

7. **Disputes.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION OR DISPUTE RELATED TO OR ARISING FROM THIS AGREEMENT.

8. **Waiver.** No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith.

9. **Governing Law; Venue.** Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of Florida, with venue in Palm Beach County, Florida.

10. **Public Records.** To the extent applicable to Owner, Owner shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes.

11. **Palm Beach County IG.** In accordance with Palm Beach County ordinance number 2011-009, the Developer acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Developer has

reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**IN WITNESS WHEREOF**, the City and Owner have caused this Agreement to be executed the day and year shown above.

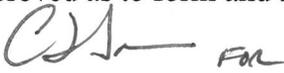
ATTEST

**CITY OF LAKE WORTH, FLORIDA**

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

By: \_\_\_\_\_  
Pam Triolo, Mayor

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Glen J. Torcivia, City Attorney

**OWNER: FLORIDA RAILROAD, LLC**

By:   
\_\_\_\_\_  
Philip H. Ward, III, Authorized Representative

STATE OF FLORIDA                    )  
COUNTY OF PALM BEACH        )

The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Philip H. Ward, III, as Authorized Representative of Florida Railroad, LLC, on behalf of said company, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

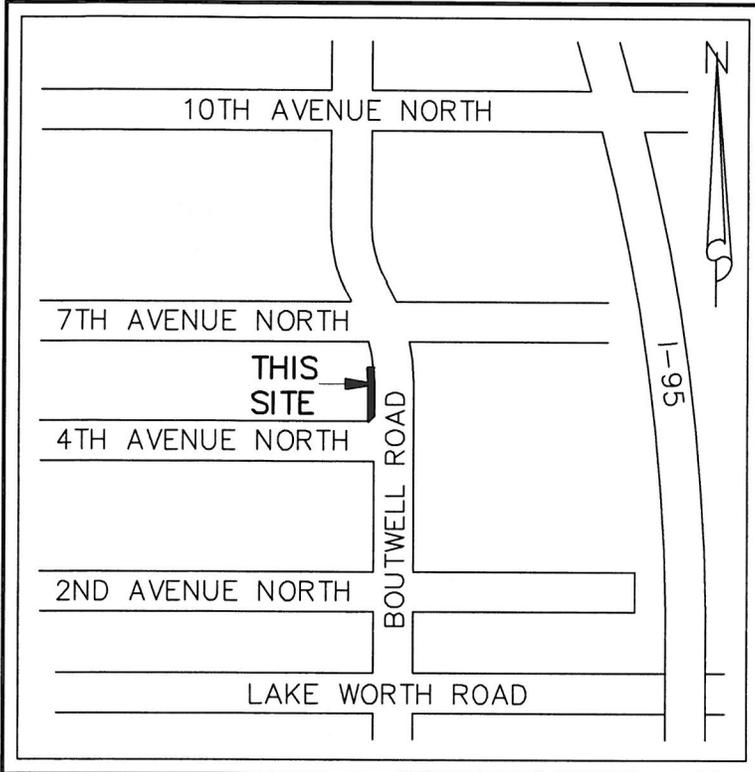
  
Print Name: Heidi E. Paleno  
My commission expires: \_\_\_\_\_



**LIST OF EXHIBITS**

EXHIBIT "A"	PROPERTY TO BE DEDICATED
EXHIBIT "B"	EASEMENT PROPERTY
EXHIBIT "C"	DEED CONVEYING DEDICATED PROPERTY
EXHIBIT "D"	EASEMENT DEED

EXHIBIT "A" - PROPERTY TO BE DEDICATED



LOCATION MAP  
NOT TO SCALE

DAVID A. BOWER  
PROFESSIONAL SURVEYOR & MAPPER  
STATE OF FLORIDA  
CERTIFICATE NO. LS 5888

**SURVEYOR'S NOTES:**

1. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
3. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
4. BEARINGS DEPICTED HEREON ARE BASED UPON THE NORTH LINE OF PARCEL A, PATTEN PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 111, PAGES 78 AND 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING AN ASSUMED BEARING OF NORTH 88°06'34" WEST.
5. THIS IS NOT A SURVEY.

1	09/04/14	REVISED BOUNDARY CONFIGURATION	DAB
NO.	DATE	REVISIONS	BY

**Dennis J. Leavy & Associates, Inc.**  
**Land Surveyors \* Mappers**

460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

**SKETCH & DESCRIPTION**  
**For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB	SCALE: N/A	DATE: 07/23/14
CHK: RM	JOB#13-099 SD 22A	SHEET: 1 OF 4

**DESCRIPTION:**

A variable width strip of land being a portion of PARCEL A, PATTEN PLAT, according to the plat thereof, as recorded in Plat Book 111, Pages 78 and 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

BEGINNING at the Northeast corner of said PARCEL A; thence North 88°06'34" West (as a basis of bearings) along the North line of said PARCEL A, a distance of 4.68 feet to a point being on the arc of a circular curve to the right whose radius point bears South 86°42'19" West from said point; thence Southerly along the arc of said curve having a radius of 1,228.57 feet, a central angle of 04°41'20" for a distance of 100.54 feet; thence South 01°23'39" West, a distance of 616.73 feet; thence South 46°38'43" West, a distance of 42.61 feet to a point being on the South line of said PARCEL A; thence South 88°06'12" East along said South line, a distance of 5.83 feet; thence North 46°38'43" East, a distance of 41.44 feet; thence North 01°23'39" East, a distance of 617.60 feet to the point of curvature of a circular curve to the left; thence Northerly along the arc of said curve having a radius of 1,139.22 feet, a central angle of 05°03'20" for a distance of 100.52 feet to the POINT OF BEGINNING, (the preceding three (3) courses and distances being coincident with the Easterly line of said PARCEL A).

Said lands situate, lying and being in Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida.

Containing 3,751 square feet more or less.

**LEGEND:**

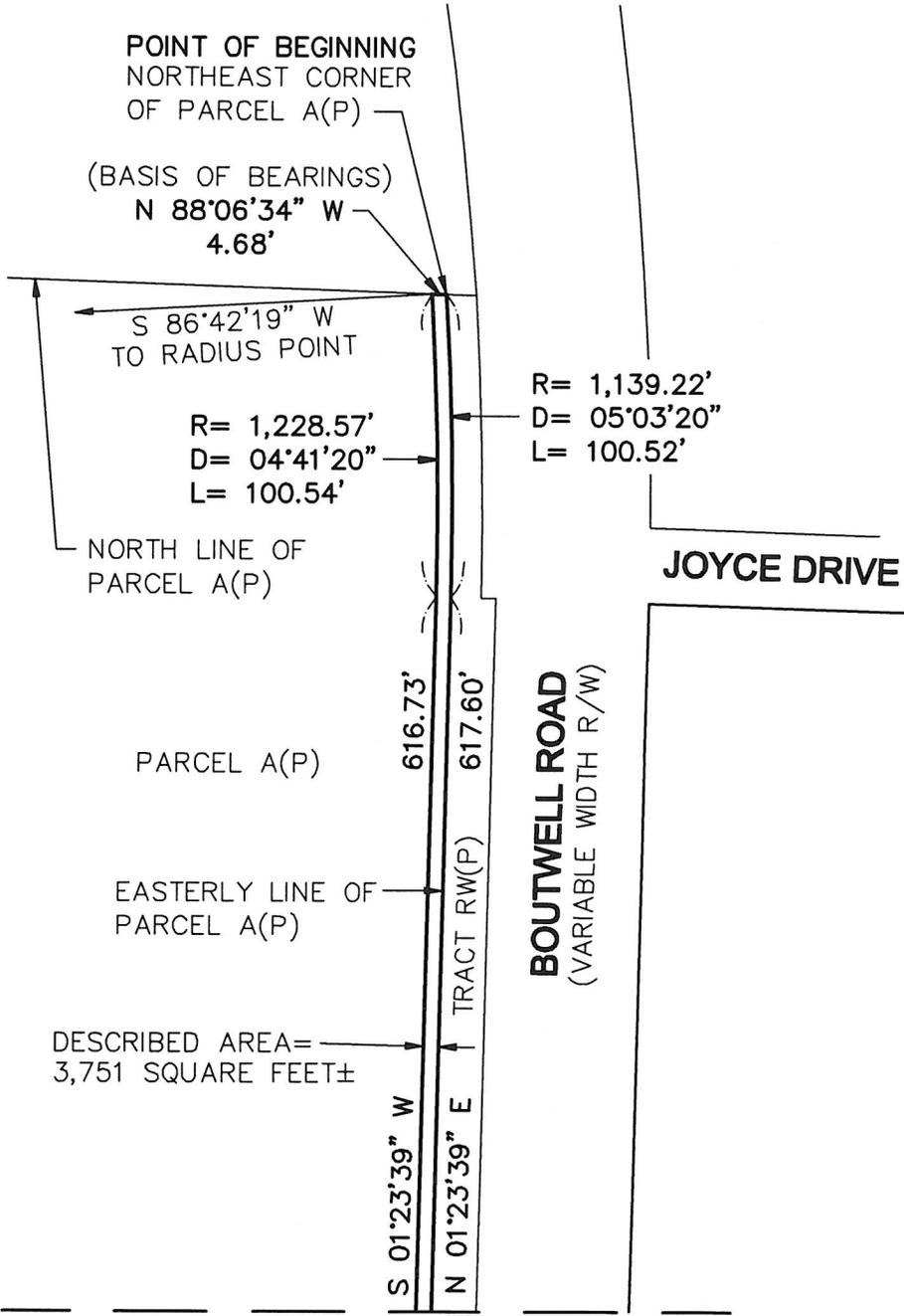
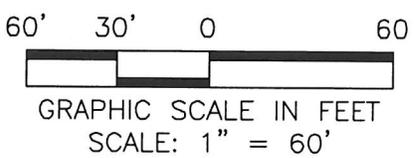
- D = CENTRAL ANGLE
- D.B. = DEED BOOK
- L = ARC LENGTH
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PCN = PARCEL CONTROL NUMBER
- PG. = PAGE
- (P) = PER THE PLAT OF PATTEN PLAT  
(P.B. 111, PG. 78 &79, P.B.C.R.)
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**Dennis J. Leavy & Associates, Inc.**  
**Land Surveyors \* Mappers**

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**SKETCH & DESCRIPTION**  
**For: THE CITY OF LAKE WORTH, FLORIDA**

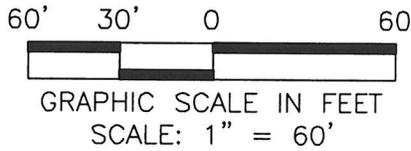
DRAWN: DB	SCALE: N/A	DATE: 07/23/14
CHK: RM	JOB# 13-099 SD 22A	SHEET: 2 OF 4



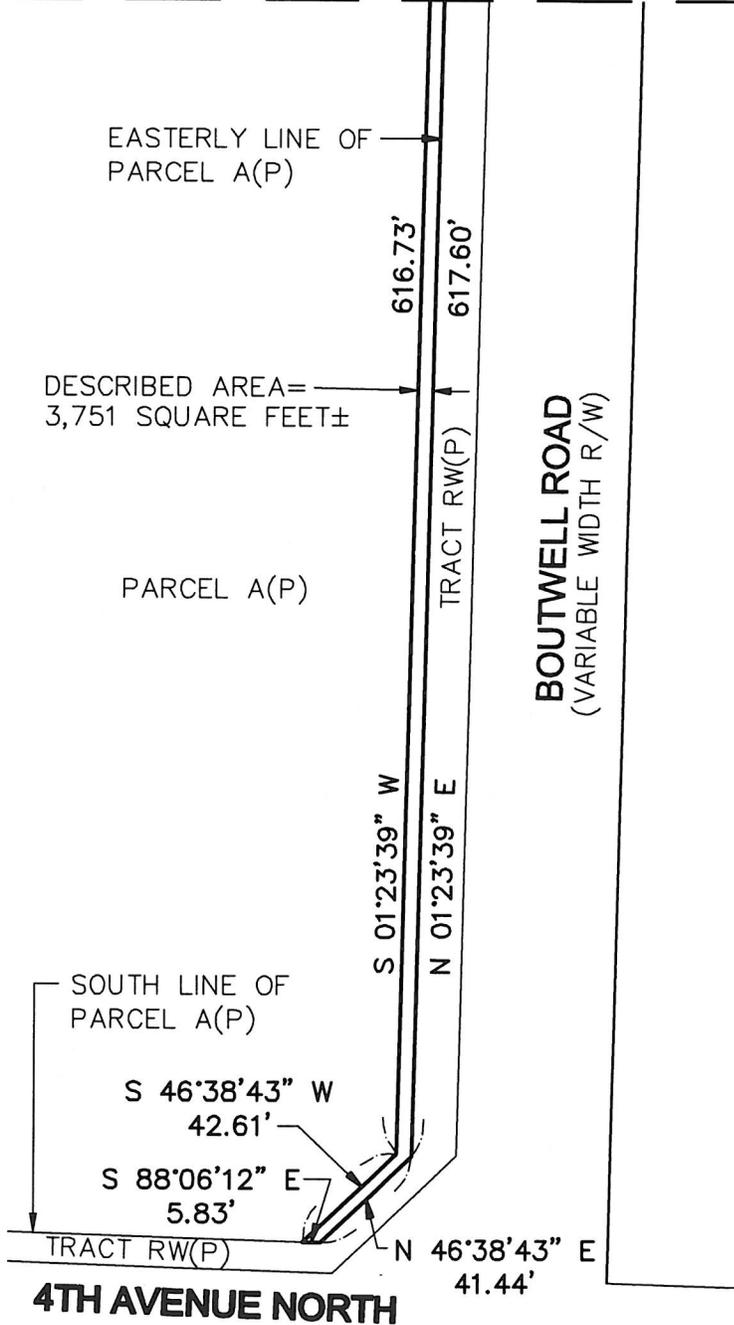
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 Phone: 561 753-0650 Fax: 561 753-0290

**SKETCH & DESCRIPTION**  
**For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB	SCALE: 1"=60'	DATE: 07/23/14
CHK: RM	JOB# 13-099 SD 22A	SHEET: 3 OF 4



MATCHLINE SHEET 3 OF 4



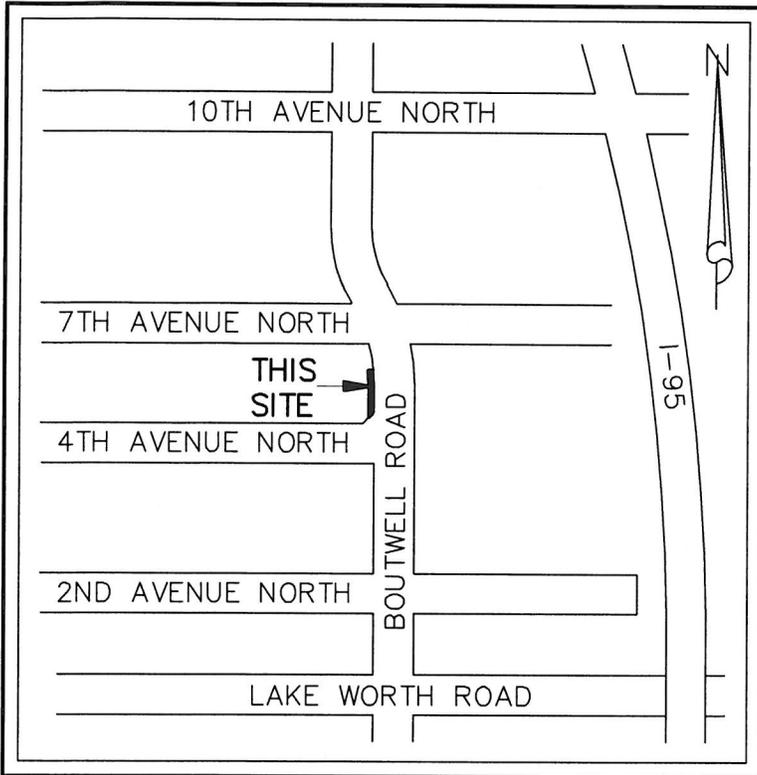
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**SKETCH & DESCRIPTION**  
**For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB	SCALE: 1"=60'	DATE: 07/23/14
CHK: RM	JOB# 13-099 SD 22A	SHEET: 4 OF 4

EXHIBIT "B" - EASEMENT PROPERTY



LOCATION MAP  
NOT TO SCALE

DAVID A. BOWER  
PROFESSIONAL SURVEYOR & MAPPER  
STATE OF FLORIDA  
CERTIFICATE NO. LS 5888

**SURVEYOR'S NOTES:**

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2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
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5. THIS IS NOT A SURVEY.

1	09/04/14	REVISED BOUNDARY CONFIGURATION	DAB
NO.	DATE	REVISIONS	BY

**Dennis J. Leavy & Associates, Inc.**  
**Land Surveyors \* Mappers**

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**SKETCH & DESCRIPTION**  
**For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB	SCALE: N/A	DATE: 07/23/14
CHK: RM	JOB# 13-099 SD 22B	SHEET: 1 OF 4

**DESCRIPTION:**

A 10.00 foot wide strip of land being a portion of PARCEL A, PATTEN PLAT, according to the plat thereof, as recorded in Plat Book 111, Pages 78 and 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said PARCEL A; thence North 88°06'34" West (as a basis of bearings) along the North line of said PARCEL A, a distance of 4.68 feet to the POINT OF BEGINNING; thence continue North 88°06'34" West along said North line, a distance of 10.04 feet to a point being on the arc of a circular curve to the right whose radius point bears South 86°39'45" West from said point; thence Southerly along the arc of said curve having a radius of 1,218.57 feet, a central angle of 04°43'53" for a distance of 100.63 feet; thence South 01°23'39" West, a distance of 626.64 feet; thence North 46°38'43" East, a distance of 14.08 feet; thence North 01°23'39" East, a distance of 616.73 feet to the point of curvature of a circular curve to the left; thence Northerly along the arc of said curve having a radius of 1,228.57 feet, a central angle of 04°41'20" for a distance of 100.54 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida.

Containing 7,223 square feet more or less.

**LEGEND:**

- D = CENTRAL ANGLE
- D.B. = DEED BOOK
- L = ARC LENGTH
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
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**Dennis J. Leavy & Associates, Inc.  
Land Surveyors \* Mappers**

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**SKETCH & DESCRIPTION  
For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB	SCALE: N/A	DATE: 07/23/14
CHK: RM	JOB#13-099 SD 22B	SHEET: 2 OF 4



60' 30' 0 60



GRAPHIC SCALE IN FEET  
SCALE: 1" = 60'

POINT OF COMMENCEMENT  
NORTHEAST CORNER  
OF PARCEL A(P)

(BASIS OF BEARINGS)  
N 88°06'34" W 4.68'

POINT OF BEGINNING

N 88°06'34" W 10.04'

S 86°39'45" W  
TO RADIUS POINT

R= 1,218.57'

D= 04°43'53"

L= 100.63'

NORTH LINE OF  
PARCEL A(P)

R= 1,228.57'

D= 04°41'20"

L= 100.54'

JOYCE DRIVE

PARCEL A(P)

626.64'

616.73'

10.00'

EASTERLY LINE OF  
PARCEL A(P)

TRACT RW(P)

BOUTWELL ROAD  
(VARIABLE WIDTH R/W)

DESCRIBED AREA=  
7,223 SQUARE FEET±

S 01°23'39" W

N 01°23'39" E

MATCHLINE SHEET 4 OF 4

**Dennis J. Leavy & Associates, Inc.**  
**Land Surveyors \* Mappers**

460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

**SKETCH & DESCRIPTION**  
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DRAWN: DB

SCALE: 1"=60'

DATE: 07/23/14

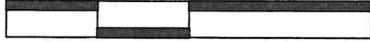
CHK: RM

JOB# 13-099 SD 22B

SHEET: 3 OF 4

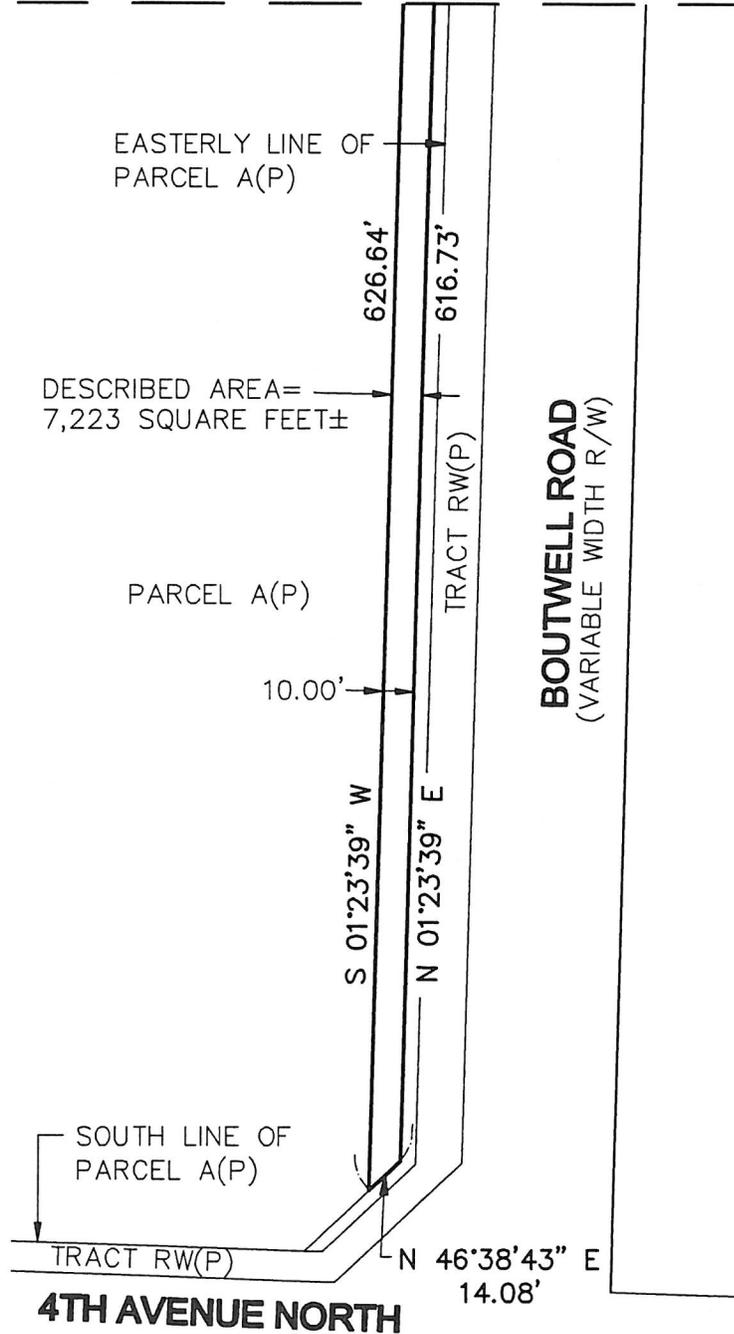


60' 30' 0 60



GRAPHIC SCALE IN FEET  
SCALE: 1" = 60'

MATCHLINE SHEET 3 OF 4



**Dennis J. Leavy & Associates, Inc.**  
**Land Surveyors \* Mappers**

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**SKETCH & DESCRIPTION**  
**For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB

SCALE: 1"=60'

DATE: 07/23/14

CHK: RM

JOB# 13-099 SD 22B

SHEET: 4 OF 4

## EXHIBIT "C" - DEED CONVEYING DEDICATED PROPERTY

Prepared by: RETURN:  
**Torcivia, Donlon, Goddeau & Ansay, P.A.**  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

---

### RIGHT-OF-WAY DEED

THIS INDENTURE made this \_\_\_\_ day of December, 2015, between **FLORIDA RAILROAD, LLC**, with a mailing address of c/o Ward Damon, 4420 Beacon Circle, West Palm Beach, Florida 33407, as party of the first part and **CITY OF LAKE WORTH, FLORIDA**, a Florida municipal corporation with a mailing address of 7 North Dixie Highway, Lake Worth, Florida 33460, as party of the second part.

#### WITNESSETH:

That said party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable consideration, does hereby grant, remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following-described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See Exhibit "A" attached hereto.

This Deed is made for the purpose of giving and granting to the party of the second part, its successors and assigns, a right-of-way and easement in and to said lands for public highway, street, and public utility purposes; and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned as a public highway or street, the title to same shall thereupon revert to and revest in the party of the first part or assigns.

That this right-of-way shall be subject only to those easements, restrictions, and reservations of record. The party of the first part agrees to provide for the release of any and all mortgages or liens encumbering this right-of-way. The party of the first part also agrees to erect no building or effect any other kind of construction or improvements upon the above-described property.

Party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described right-of-way and that the same is unencumbered. Where the context of this Right-of-Way Deed allows or permits, the same shall include the successors or assigns of the parties.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title,

interest, and claim whatsoever of the said party of the first part, in law or in equity to the only proper use, benefit, and behalf of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, said party of the first part has hereunto set their hand and seal the date first above written.

Signed, sealed and delivered in the presence of:

Christina Zingman  
(Name printed or typed)

Heidi E. Paleno  
(Name printed or typed)

FLORIDA RAILROAD, LLC  
By: Philip H. Ward, III  
Authorized Representative

4420 Beacon Circle  
West Palm Beach, FL 33407  
(Address)

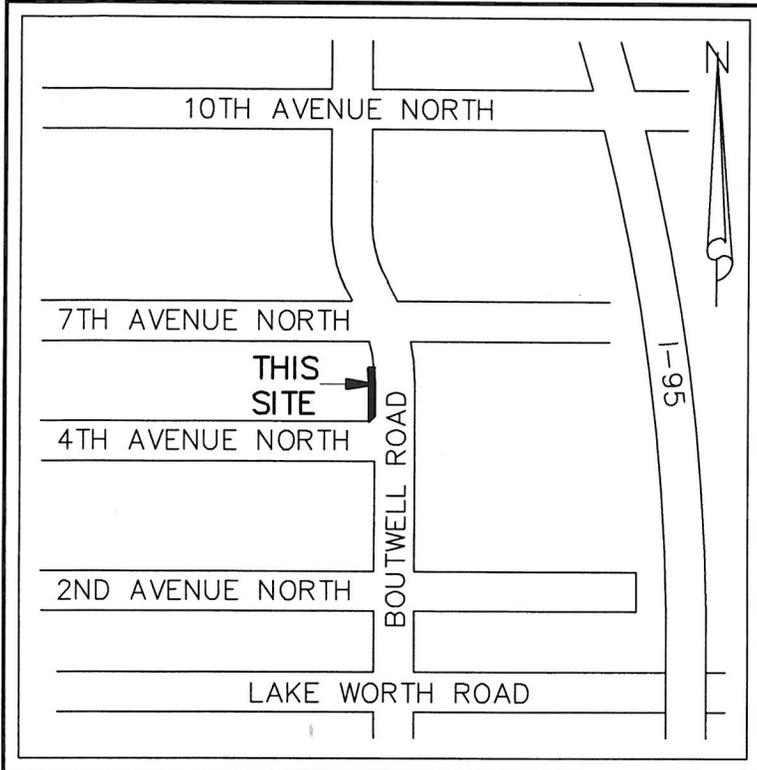
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Philip H. Ward, III, as Authorized Representative of Florida Railroad, LLC, who is personally known to me or has produced \_\_\_\_\_ as identification.

Heidi E. Paleno  
Signature of Notary Public -  
State of Florida



**EXHIBIT "A" TO ROW DEED**



LOCATION MAP  
NOT TO SCALE

DAVID A. BOWER  
PROFESSIONAL SURVEYOR & MAPPER  
STATE OF FLORIDA  
CERTIFICATE NO. LS 5888

**SURVEYOR'S NOTES:**

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1	09/04/14	REVISED BOUNDARY CONFIGURATION	DAB
NO.	DATE	REVISIONS	BY

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**Land Surveyors \* Mappers**

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Phone: 561 753-0650 Fax: 561 753-0290

**SKETCH & DESCRIPTION**  
**For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB	SCALE: N/A	DATE: 07/23/14
CHK: RM	JOB# 13-099 SD 22A	SHEET: 1 OF 4

**DESCRIPTION:**

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Containing 3,751 square feet more or less.

**LEGEND:**

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- D.B. = DEED BOOK
- L = ARC LENGTH
- O.R.B. = OFFICIAL RECORDS BOOK
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- R = RADIUS
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**SKETCH & DESCRIPTION  
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DRAWN: DB	SCALE: N/A	DATE: 07/23/14
CHK: RM	JOB# 13-099 SD 22A	SHEET: 2 OF 4



60' 30' 0 60



GRAPHIC SCALE IN FEET  
SCALE: 1" = 60'

POINT OF BEGINNING  
NORTHEAST CORNER  
OF PARCEL A(P)

(BASIS OF BEARINGS)  
N 88°06'34" W  
4.68'

S 86°42'19" W  
TO RADIUS POINT

R= 1,228.57'  
D= 04°41'20"  
L= 100.54'

NORTH LINE OF  
PARCEL A(P)

R= 1,139.22'  
D= 05°03'20"  
L= 100.52'

JOYCE DRIVE

PARCEL A(P)

616.73'

617.60'

**BOUTWELL ROAD**  
(VARIABLE WIDTH R/W)

EASTERLY LINE OF  
PARCEL A(P)

DESCRIBED AREA=  
3,751 SQUARE FEET±

S 01°23'39" W

N 01°23'39" E

TRACT RW(P)

MATCHLINE SHEET 4 OF 4

**Dennis J. Leavy & Associates, Inc.**  
**Land Surveyors \* Mappers**

460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

**SKETCH & DESCRIPTION**  
**For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB

SCALE: 1"=60'

DATE: 07/23/14

CHK: RM

JOB# 13-099 SD 22A

SHEET: 3 OF 4

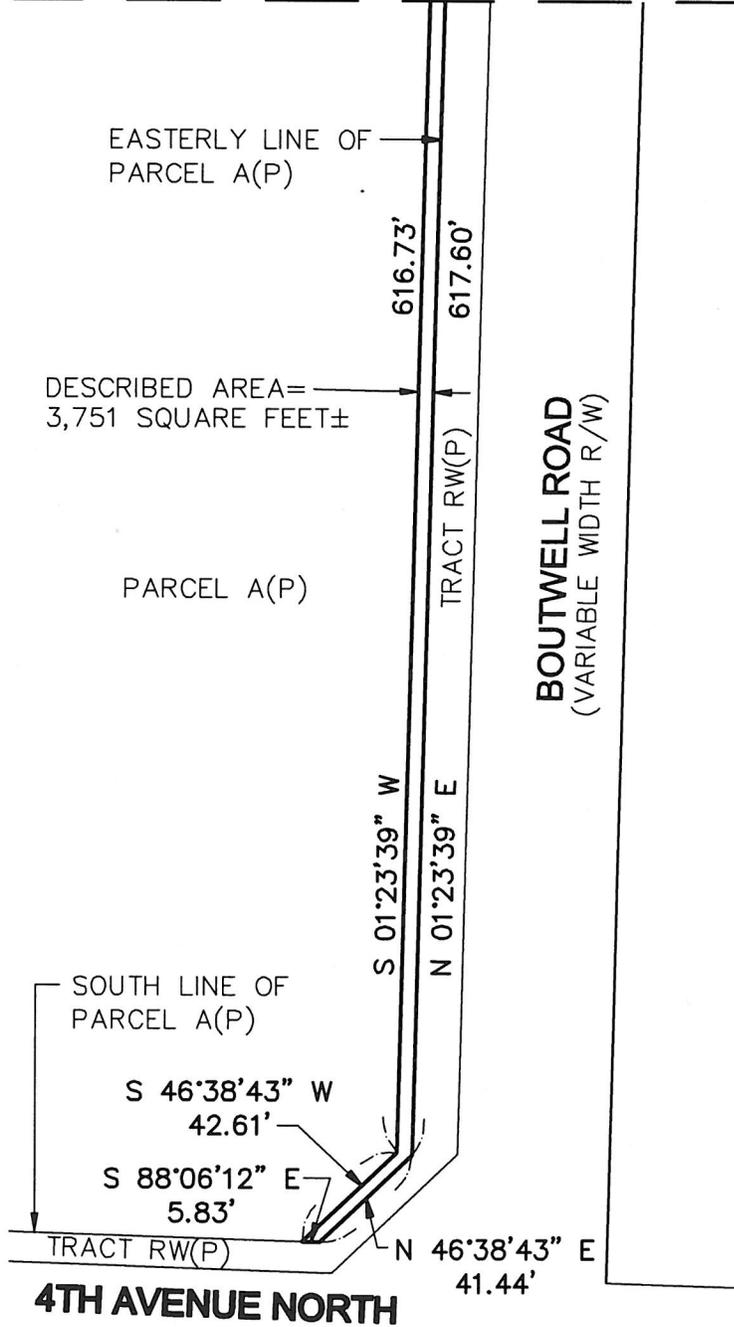


60' 30' 0 60



GRAPHIC SCALE IN FEET  
SCALE: 1" = 60'

MATCHLINE SHEET 3 OF 4



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SHEET: 4 OF 4

# EXHIBIT "D" - EASEMENT DEED

Prepared by: RETURN:

**Torcivia, Donlon, Goddeau & Ansay, P.A.**  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

---

## EASEMENT DEED

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **FLORIDA RAILROAD, LLC**, with a mailing address of c/o Ward Damon, 4420 Beacon Circle, West Palm Beach, Florida 33407, party of the first part, and the **CITY OF LAKE WORTH**, with a mailing address of 7 North Dixie Highway, Lake Worth, Florida 33460, a municipal corporation in Palm Beach County, State of Florida, party of the second part:

**WITNESSETH:** That the party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable considerations, does hereby grant, bargain, sell and release unto the party of the second part, its successors and assigns, a right of way and perpetual easement for the purpose of the construction and maintenance of landscaping, a bioswale and associated irrigation lines/equipment if needed, with full and free right, liberty, and authority to enter upon and to install and maintain such items across, through and upon or within the following described property located in Palm Beach County, Florida, to-wit:

### DESCRIPTION

See Exhibit "A"

Concomitant and coextensive with this right is the further right in the party of the second party, its successors and assigns, of ingress and egress over and on that portion of land described above, to effect the purposes of the easement, as expressed hereinafter.

That this easement shall be subject only to those easements, restrictions, conditions and reservations of record. That the party of the first part agrees to provide for the release or subordination of any and all mortgages or liens encumbering this easement. The party of the first part also agrees to erect no building or affect any other kind of construction or improvements upon the above-described property, other than the aforementioned sidewalk.

Party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described easement and that the same is unencumbered except as provided above. Where the context of this Easement Deed allows or permits, the same shall include the successors or assigns of the parties.

IN WITNESS WHEREOF, the parties to this Easement Deed set their hands and seals the day and year first above written.

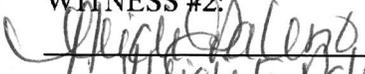
WITNESS #1:

  
Christina Zingman  
(name printed or typed)

FLORIDA RAILROAD, LLC

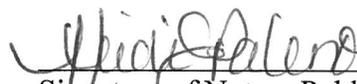
By:   
Philip H. Ward, III  
Authorized Representative

WITNESS #2:

  
Heidi E. Paleno  
(name printed or typed)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Philip H. Ward, III, as Authorized Representative of Florida Railroad, LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

  
Signature of Notary Public -  
State of Florida

(SEAL)



**EXHIBIT "A" TO THE EASEMENT DEED**

**DESCRIPTION:**

A 10.00 foot wide strip of land being a portion of PARCEL A, PATTEN PLAT, according to the plat thereof, as recorded in Plat Book 111, Pages 78 and 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said PARCEL A; thence North 88°06'34" West (as a basis of bearings) along the North line of said PARCEL A, a distance of 4.68 feet to the POINT OF BEGINNING; thence continue North 88°06'34" West along said North line, a distance of 10.04 feet to a point being on the arc of a circular curve to the right whose radius point bears South 86°39'45" West from said point; thence Southerly along the arc of said curve having a radius of 1,218.57 feet, a central angle of 04°43'53" for a distance of 100.63 feet; thence South 01°23'39" West, a distance of 626.64 feet; thence North 46°38'43" East, a distance of 14.08 feet; thence North 01°23'39" East, a distance of 616.73 feet to the point of curvature of a circular curve to the left; thence Northerly along the arc of said curve having a radius of 1,228.57 feet, a central angle of 04°41'20" for a distance of 100.54 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida.

Containing 7,223 square feet more or less.

**LEGEND:**

- D = CENTRAL ANGLE
- D.B. = DEED BOOK
- L = ARC LENGTH
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PCN = PARCEL CONTROL NUMBER
- PG. = PAGE
- (P) = PER THE PLAT OF PATTEN PLAT  
(P.B. 111, PG. 78 &79, P.B.C.R.)
- R = RADIUS
- ± = MORE OR LESS

**Dennis J. Leavy & Associates, Inc.  
Land Surveyors \* Mappers**

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Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

**SKETCH & DESCRIPTION  
For: THE CITY OF LAKE WORTH, FLORIDA**

DRAWN: DB	SCALE: N/A	DATE: 07/23/14
CHK: RM	JOB#13-099 SD 22B	SHEET: 2 OF 4



60' 30' 0 60



GRAPHIC SCALE IN FEET  
SCALE: 1" = 60'

POINT OF COMMENCEMENT  
NORTHEAST CORNER  
OF PARCEL A(P)

(BASIS OF BEARINGS)

N 88°06'34" W 4.68'

POINT OF BEGINNING

N 88°06'34" W 10.04'

S 86°39'45" W  
TO RADIUS POINT

R= 1,218.57'

D= 04°43'53"

L= 100.63'

NORTH LINE OF  
PARCEL A(P)

R= 1,228.57'

D= 04°41'20"

L= 100.54'

JOYCE DRIVE

PARCEL A(P)

626.64'

616.73'

10.00'

EASTERLY LINE OF  
PARCEL A(P)

BOUTWELL ROAD  
(VARIABLE WIDTH R/W)

TRACT RW(P)

DESCRIBED AREA=  
7,223 SQUARE FEET±

S 01°23'39" W

N 01°23'39" E

MATCHLINE SHEET 4 OF 4

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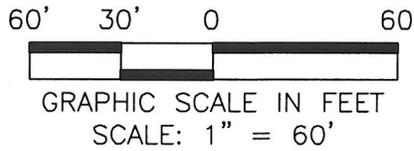
SCALE: 1"=60'

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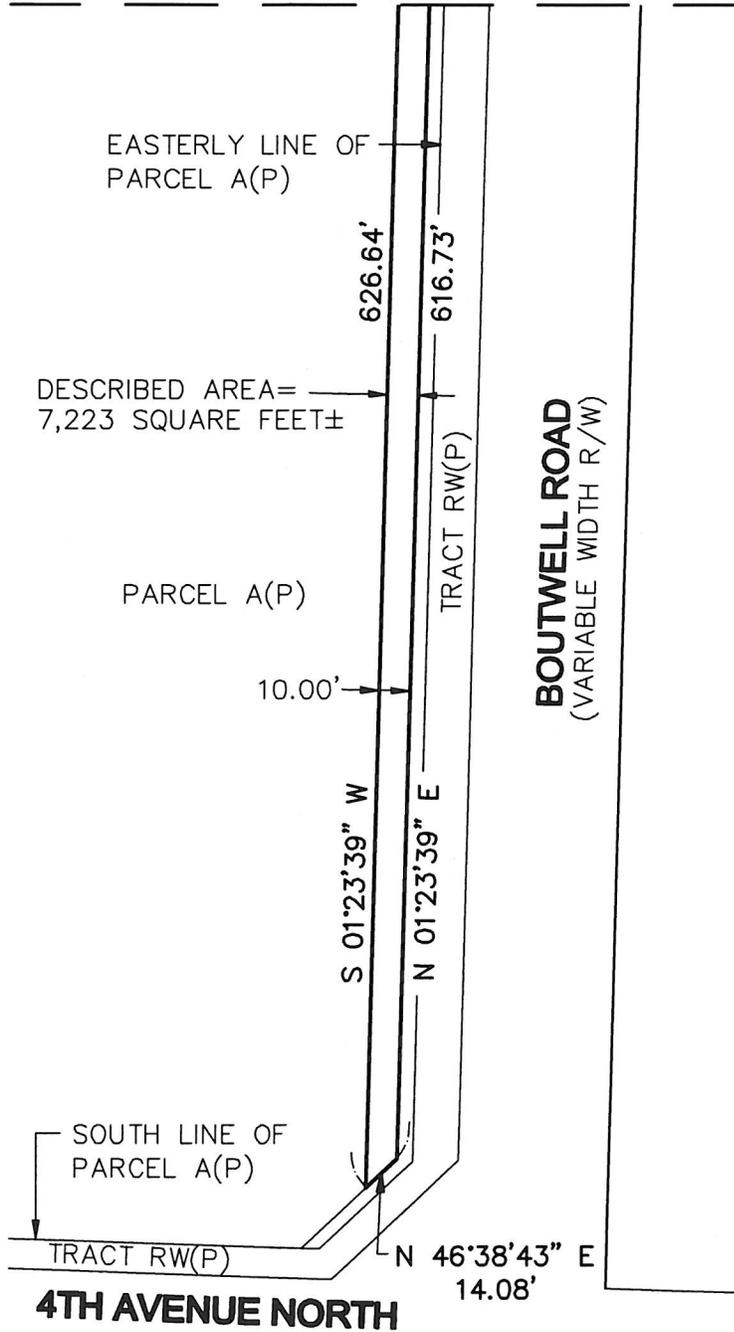
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JOB#13-099 SD 22B

SHEET: 3 OF 4



MATCHLINE SHEET 3 OF 4



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SHEET: 4 OF 4



September 14, 2015

City of Lake Worth Utilities  
1900 2nd Ave N  
Lake Worth, FL 33461-4204

INVOICE

FMEA Dues October 2015 through September 2016

Amount Due: \$33,345.00

Please remit to: Florida Municipal Electric Association, Inc.  
PO Box 10114  
Tallahassee, FL 32302-2114

417 E. College Ave. (32301) • PO Box 10114 • Tallahassee, Florida 32302 • (850) 224-3314 • Fax: (850) 224-2831 • [www.publicpower.com](http://www.publicpower.com)

• Alachua • Bartow • Blountstown • Bushnell • Chattahoochee • Clewiston • Fort Meade • Fort Pierce • Gainesville • Green Cove Springs •  
• Havana • Homestead • Jacksonville • Jacksonville Beach • Key West • Kissimmee • Lakeland • Lake Worth • Leesburg •  
• Moore Haven • Mount Dora • Newberry • New Smyrna Beach • Ocala • Orlando • Quincy • Reedy Creek •  
• St. Cloud • Starke • Tallahassee • Vero Beach • Wauchula • Williston • Winter Park •



**AGENDA DATE:** January 5, 2016 , Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-01 - Second Reading - voluntary annexation of 6.54 acres

**SUMMARY**

The Ordinance provides for the voluntary annexation of approximately 6.54 acres pursuant to the Interlocal Service Boundary Agreement adopted by the City of Lake Worth on August 18, 2015, and subsequently adopted by Palm Beach County on October 6, 2015.

**BACKGROUND AND JUSTIFICATION:**

**This is a companion item to Ordinance Nos. 2016-02 and 2016-03 approving the Small Scale Future Land Use Map Amendment and Rezoning.**

The Applicant (property owner) proposes to voluntarily annex approximately a 6.54 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The parcel located in Palm Beach County fronts on 10<sup>th</sup> Avenue North and lies along the western border of the City's Mixed Use - West (MU-W) zoning district. Currently, the site has a Palm Beach County zoning designation of Multi Family Residential High Intensity (RH). It has a Palm Beach County Land use designation of Commercial High Intensity/ 8 dwelling units per acre.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10<sup>th</sup> Avenue North located within the City. The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

The City forwarded the Annexation, FLUM and rezoning documents to Palm Beach County to allow opportunity for comment. No comments or objections have been received.

At its meeting of November 4, 2015, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 15-02200001, which covers, the voluntary annexation of the 6.54 acre parcel of land into the City of Lake Worth.

At its meeting of December 8, 2015, the City Commission voted 5-0 to approve the ordinance on first reading and to schedule the public hearing.

**MOTION:**

I move to approve/not approve Ordinance No. 2016-01 on second reading.

**ATTACHMENT(S):**

Fiscal Impact Analysis – Not applicable

Draft November 4, 2015 P&Z Board minutes

Universal Development Application

PZB Staff Report

Ordinance



**CITY OF LAKE WORTH**  
1900 2<sup>nd</sup> Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

**Minutes**  
**Regular Meeting**  
**City of Lake Worth**  
**Planning & Zoning Board**  
**City Hall Commission Room**  
**7 North Dixie Hwy; Lake Worth, FL**

**WEDNESDAY, NOVEMBER 04, 2015 6:00 PM**

1. Roll Call and Recording of Absences: Greg Rice, Board Chair, called the meeting to order at 6:15 pm. Aimee Sunny, called the roll. Those present were: Mr. Rice; Dean Sherwin, Vice-Chair; Mark Humm; Elise LaTorre; and Dustin Zacks. Also present were Carolyn Ansay, Legal Counsel; Maxime Ducoste, Planning & Preservation Manager; Curt Thompson, Community Planner; and William Waters, Director for Community Sustainability.

**Special Note:** Maxime Ducoste noted that relocation of meeting was necessary due to plumbing issues at City Hall. In an attempt to notify the public, the City posted notice at all entrances of City Hall, posted on the City's website, and Tweeted to note the change of location. Contacted all applicants and Board members to note the change of location. The meeting is starting at 6:15pm in order to give the public time to move locations. Carolyn Ansay notes that the City has taken all of the steps possible to note the change of location due to the issues at City Hall.

2. **Pledge of Allegiance**

**No flag was available in the room, therefore, the pledge was skipped.**

3. Additions/Deletions/Reordering and Approval of the Agenda

**Action:** Motion made by Mark Humm with a Second by Elise LaTorre to approve the agenda.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

4. Approval of Minutes:

A. Meeting Minutes will be recorded at the December 2015 meeting.

5. Cases:

A. Swearing in of Staff and Applicants:

- Ms. Sunny administered the swearing in of applicants.

B. Proof of Publication:

**Action:** Motion made by Mark Humm with a Second by Dustin Zacks to receive and file the Proof of Publication.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

C. Withdrawals/Postponements: None.

D. Consent:

1. Consideration to recommend city-owned parcel at 128 South E Street (PCN 38-43-44-21-15-059-0030) be deemed suitable for affordable housing.

**Action:** Motion made by Dean Sherwin with a Second by Mark Humm to recommend to the City Commission that the city-owned parcel be used for affordable housing.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

E. Public Hearings:

1. Board Disclosure

Mr. Humm and Mr. Rice read a letter that was sent to all Board members.

2. Cases:

- a. PZB 15-02200001; 15-00300001 and 15-01300002 Request for Annexation to allow for the annexing of a +/- 6.54 acre site into the City of Lake Worth; a Small Scale Land Use Change from Commercial High Intensity/8 dwelling units per acre (CH/8) and Commercial Low Intensity/8 dwelling units per acre (CL/8) to a City of Lake Worth Land Use designation of Mixed Use West (MU-W) and a rezoning from a Palm Beach County zoning designation of High Density Residential (RH) to a City of Lake Worth zoning designation of Mixed Use West (MU-W).

- Staff Comments, Mr. Thompson (06:25pm)

Stated that this is a three part request, as outlined in the Staff report. The site is located just west of 10<sup>th</sup> Avenue North and Boutwell Road. Discussed the Interlocal Service Boundary Agreement between the City and Palm Beach County. This agreement is to help facilitate annexation of certain outlying parcels into the City. Staff is recommending approval of the request for annexation, future land use map amendment, and zoning map amendment.

- Presentation from Applicant's Agent, Mark Rickerts, Kimley Horn, notes that the request tonight is not a site plan or a development, only the annexation, future land use map amendment, and zoning map amendment. The client is considering a residential project in the future.

- Mr. Thompson commented that the City has had 3 other similar cases in which an annexation has occurred without a development application.

- Mr. Waters and Mr. Romano were sworn in at 6:37pm.

- Public Comments: Mr. Rodney Romano stated that his request is for the Planning Board to reject the proposal tonight. He would like to see the entire enclave annexed at one time, rather than just this requested portion. Mr. Romano quotes Florida Statute 171, Section 046, regarding annexation, and notes that the Statute prohibits the annexation of an enclave.
- Mark Rickards, on behalf of Kimley Horn, notes that he believes the criteria for voluntary annexation is straightforward and that his client has met the requirements.
- Mr. Waters states that they City has worked with the County for 3 years to craft the ISBA program, which was effective in October. The ISBA does allow for enclaves to be created, but rather to bring in parcels as they volunteer, rather than the entire enclave. The County has already vacated Boutwell Road to the City, and therefore there is no way to access the County parcels but to use a City Right-of-way, which actually created an enclave.
- Ms. LaTorre asked Mr. Romano where his property is located, and what specifically his concerns are regarding the project. Mr. Romano stated that he feels the project as proposed will create an enclave, and that this will be in violation of Florida State Statute. He is also concerned with the MF-30 zoning, which could allow up to 30 units per acre, next to the single-family property that he currently owns.
- Mr. Rickards indicates that his client hopes to move forward with a site plan in approximately 3 months.
- Mr. Waters states that the City assessed the cost differences between being a part of the County versus a part of the City. Also, responds to Mr. Romano's comment regarding the number of units that are allowed on the property. In Lake Worth, the Code has a maximum FAR, height, lot coverage, impermeable surface, and setbacks, and all of these will need to be met for any future development.
- Ms. LaTorre asked Mr. Waters and Ms. Ansary if there is any way to allow the annexation but approve a zoning that respects the single-family homes located nearby. Mr. Waters answered that the Code is very predictable and therefore the applicant is aware of the development potential with the site and the MF-30 zoning is appropriate based on the City's Comprehensive Plan.

(7:12 PM)

**Action:** Motion made by Mr. Zacks with a Second by Dean Sherwin to recommend annexation to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Future Land Use Map Amendment to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Zoning Map Amendment to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

- b. PZB 15-00500007; 15-00500010; 15-01500007 AND 15-01100002: Consideration of a Major Site Plan, Conditional Land Use, Major Subdivision and Sign Variance to allow for a proposed development on an 18.831 (+/-) acre site. The subject property is located at the northwest corner of Boutwell Road and 7th Avenue North within the Industrial Park of Commerce (IPOC).
- Staff comments, Curt Thompson:  
Stated the number of buildings and the approximate size located on the existing property, and that the buildings are located in an East-West configuration. Discusses the location of the parking, loading docks, and entrances into the site. The site is 18.88 acres, which is quite large, and could accommodate as many as 30 different tenants. The applicant is requesting to alter 27 subdivision lots to 1 commercial lot. The applicant is requesting a Conditional Land Use to cover many different types of uses for the tenants. The applicant is proposing to clean up the peat and muck to clean up the site and protect the wetlands, under the community benefits sustainable bonus program. With the bonus, the applicant is requesting a height of 36 feet, instead of the 30 feet allowed per the Code. The applicant is also requesting a sign variance from the 150 square foot sign limitation to allow 1,332 square feet of signage in order to accommodate the large site and the multiple tenants. Staff is recommending approval of the four requests.
  - Maxime Ducoste stated that the total values of the required and proposed improvements and benefits for the property.
  - Board Member Comments: Mr. Zacks requested additional information regarding the proposed signage, and whether or not the 1332 square feet could all be applied on one façade.
  - Mr. Waters stated that this project is conditional upon the Applicant dedicating the Boutwell Road right-of-way to the City, which will need to be approved by the City Commission at the December meeting. (07:28pm)
  - Bradley Miller, Miller Land Planning comments: Representing Panattoni Development, states that this is the largest project ever to happen in Lake Worth at 252,000 square feet of industrial/commercial space. Jeff Konieczny, from Nashville, TN, on behalf of Panattoni Development. They have 17 North American offices, and they have mostly focused on retail, industrial, and office developments. The Boutwell Road project is speculative, they do not currently have any build-to-suit tenants. This project is a joint venture with the California Teacher's Pension Fund. Curtis Dubberly, with Miller Land Planning, presents the site location at the northwest corner of Boutwell Road and 7<sup>th</sup> Avenue North, and the site calculations. The Applicant is proposing a list of Conditional Land Uses that could accommodate a wide variety of tenants for the Boutwell Business Center. Mr. Dubberly stated that the Applicant has reviewed the list of proposed conditions, and they are in agreement with Staff.
  - Mr. Sherwin would like to see the color scheme adjusted to something more in keeping with South Florida and Lake Worth.
  - No Public Comments.

(07:45 pm)

**Action:** Motion made by Ms. LaTorre with a Second by Mr. Humm to approve the Conditional Land Use, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Sherwin with a Second by Ms. LaTorre to approve the Major Site Plan, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Humm with a Second by Ms. LaTorre to approve the requested Variance, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to approve the Major Subdivision, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

F. Unfinished Business:

1. PZB 15-01500003: Consideration of Variances from Section 23.5-1, Signs, to allow additional signage for an importer and wholesaler of granite, marble, porcelain tile and slab surface business facility with accessory outdoor storage for property located at 1800 4th Avenue North, Unit A (425 Industrial Street). (07:50 pm)
  - Staff comments, Curt Thompson:  
The applicant is requesting a variance from the allowed amount of signage for the property. The Staff is recommending denial of the application. This applicant is requesting 1,242 square feet of signage on approximately 5 acres of the site.
  - Michael Coiro, Owner of ArcStone trading, presented that he moved into the property in 2014, and that the area has always had stone companies and that he had no idea that there was a limitation on the signage for the area or that the use would require a Conditional Land Use. States that he needs every advantage to get people into his business, and that adequate signage is necessary for his business to succeed. Steve Graham, with the Wantman Group, and stated that Larry Zabik was previously involved in this case but was unable to attend. Mr. Graham is requesting a continuance of the case in order to allow for Mr. Zabik to be present at the hearing.
  - Mr. Ducoste stated that the request would allow for one tenant to occupy a large portion of the signage allowance for the entire site. Additionally, the signs are unpermitted, and were not discussed with Staff before they were constructed. Based on the conditions of the variance, Staff does not believe that there is a hardship to warrant approval of the variance.

- Board Member Comments: Mr. Rice stated that previously the Board had declared that an additional continuance would not be granted at the last meeting.

**Action:** Motion made by Ms. LaTorre with a Second by Mr. Sherwin to deny the request for a continuance.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

- The large freestanding sign is not part of the request, according to the Staff, as that sign was constructed without a permit and is not allowed by the Lake Worth code.
- Mr. Brian stated that the applicant has provided information as requested by the Staff, and that there is a hardship for the applicant.
- Mr. Thompson stated that the amount of signage requested by the Applicant is actually greater than the total signage allowance for the entire building, even though this tenant only occupies half of the building. (08:30pm)
- Board Member Comments: General discussion regarding the size, design, and type of the signs that exist currently, and what would be allowed by the Code. Discussion over whether or not the signage allowance applies to the entire building, or just the Applicant.

**Action:** Motion made by Mr. Sherwin, Move to approve 15-01500003 request for a variance from 23.5-1 regarding the total combined sign area. Permitted sign area for each building will be limited to one square foot of signage per one linear foot of building located adjacent to a public right of way. Motion did not receive a second.

- Additional discussion ensued regarding ownership of the property and the request for the variance. A variance, once granted, runs with the parcel, not a specific tenant. As such, the owner of the property should be involved with the outcome and the specifics of a variance. Ms. Ansay noted the ownership, and the legality of the Application that was submitted, and listed the decision options for the Board.

**Action:** Motion made by Mr. Sherwin with a Second by Mr. Humm to continue the case to the January 6, 2016, regular meeting, with the condition that all prohibited signs must be removed before the hearing.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; and Ms. LaTorre.

Nays: Mr. Zacks

Motion carried four (4) to one (1). (09:14pm)

#### G. New Business:

6. Planning Issues:
7. Public Comments (3 minute limit):
8. Departmental Reports:
9. Board Member Comments:
10. Adjournment:

Agenda Date: November 4, 2015 "Regular Meeting"

**Action:** Motion to adjourn made by Mr. Sherwin with a Second by Ms. LaTorre.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Mr. Zacks; and Ms. LaTorre.

Nays: None.

Motion carried five (5) to zero (0). (09:16pm)

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: ALL CITY BOARDS ARE AUTHORIZED TO CONVERT ANY PUBLICLY NOTICED MEETING INTO A WORKSHOP SESSION WHEN A QUORUM IS NOT REACHED. THE DECISION TO CONVERT THE MEETING INTO A WORKSHOP SESSION SHALL BE DETERMINED BY THE CHAIR OR THE CHAIR'S DESIGNEE, WHO IS PRESENT AT THE MEETING. NO OFFICIAL ACTION SHALL BE TAKEN AT THE WORKSHOP SESSION, AND THE MEMBERS PRESENT SHOULD LIMIT THEIR DISCUSSION TO THE ITEMS ON THE AGENDA FOR THE PUBLICLY NOTICED MEETING. (Sec. 2-12 Lake Worth Code of Ordinances)

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.

All project-related back-up materials, including full plan sets, are available for review by the public in the Planning, Zoning and Historic Preservation Division located at 1900 2nd Avenue North.



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**UNIVERSAL DEVELOPMENT APPLICATION**

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor       Site Plan – Major       Planned Development       Variance
- Subdivision/Plat       Conditional Use       Administrative Use       Mural
- Alcoholic Beverage Distance Proximity Waiver       Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver       Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program       Certificate of Appropriateness       Sign Variance
- Rezoning (Zoning Map Amendment)       Zoning Text Amendment       Annexation

Other: Annexation

Project Name: Southport Annexation

Project Location: 200' west of the intersection of 10th Ave N and Boutwell Road

Legal Description: Please see the attached.      Date Platted: 11/10/1914

PCN: 38-43-44- please see attached      Existing Zoning: RH (PBC)      Proposed Zoning: MU-W (Lake Worth)

Existing FLU: CH/8; CL/8 (PBC)      Proposed FLU: MU-W (Lake Worth)

Proposed Use:  Residential; Density 30 DU/AC;  Commercial \_\_\_\_\_ SF;  Industrial \_\_\_\_\_ SF

Total Estimated Cost of the Project: 10,000,000

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID	<input type="checkbox"/> DUE

**Parcel Control Numbers:**

00-43-44-20-01-026-0010

00-43-44-20-01-004-0130

00-43-44-20-01-004-0030

00-43-44-20-01-004-0060

00-43-44-20-01-004-0080

00-43-44-20-01-004-0120

00-43-44-20-01-004-0010

**Project Location Map:**



Project Manager/Contact Person: Mark Rickards, AICP

Company: Kimley-Horn

Address: 1690 S Congress Ave Suite 100 Delray Beach, Florida, 33445  
(Street Address) (City) (State) (Zip)

Phone No.: 561-404-7244 E-Mail Address: mark.rickards@kimley-horn.com

Applicant Name (if different from Project Manager): Scott Seckinger

Company: SP West Palm L.P.

Address: 2430 Estancia Blvd., Suite 101, Clearwater, Florida 33761  
(Street Address) (City) (State) (Zip)

Phone No.: 727-669-3660 E-Mail Address: sseckinger@sphome.com

Owner Name: \_\_\_\_\_

Company: Lake Worth Investment Group LLC

Address: 4005 Nw 114th Ave STE 5 Miami, FL 33178-4372  
(Street Address) (City) (State) (Zip)

Phone No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**OWNER'S CONSENT**

LAKE WORTH INVESTMENT GROUP LLC ("Owner") certifies that it is the owner of the property located at 00-43-44-20-01-027-0010; 00-43-44-20-01-004-0030; 0060; 0080; 0120; 0010 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes Mark Rickards, AICP, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: [Signature] Date: 8/19/15  
Name/Title of Signatory: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August, 2015, by Daniel Dalsa who is personally known to me or who produced a \_\_\_\_\_ identification. He/she did not take an oath.



[Signature]  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary)

**PROJECT DATA**

**DESCRIPTION OF WORK:**

Provide a **detailed** description of work to be done as a result of this application (attach additional sheets if necessary).

Annexation of above listed PCNs into the City of Lake Worth.

Please see attached Property Record Details.

**PRIOR APPROVALS:**

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

No previous Approvals

**ADJACENT PROPERTY INFORMATION:**

Complete the following table for all surrounding properties. Information located at [www.lakeworth.org/business/planning-zoning/](http://www.lakeworth.org/business/planning-zoning/).

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	CL/8 (PBC)	RS (PBC)	Single Family Residential
South	CH-0/8 (PBC)	CS(PBC), MU-W (Lake Worth)	Office Buildings, Vacant
East	CH/8 (PBC)	CG (PBC), RH (PBC)	Gas Station, Rubin Funeral Home,
West	CH/8 (PBC)	UC (PBC)	Shopping Center

Sunrise Detox

**DEVELOPMENT STANDARDS:**

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at [www.municode.com](http://www.municode.com).

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front ( _____ )	
	Rear ( _____ )	
	Side ( _____ )	
	Side ( _____ )	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

**AFFIDAVIT OF COMPLETENESS AND ACCURACY**

**INSTRUCTIONS:** To be completed by the individual submitting the application (owner or authorized agent).

Project Name: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

**STATEMENT OF COMPLETENESS AND ACCURACY:**

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the  property owner  authorized agent.

\_\_\_\_\_  
(Name - type, stamp or print clearly)

[Signature]  
(Signature)

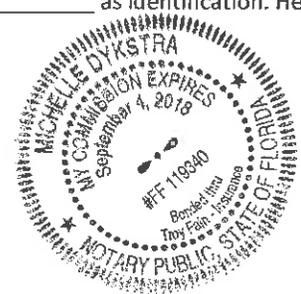
\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address, City, State, Zip)

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015, 2015 by Phuong Debesa who is personally known to me or who produced a photo as identification. He/she did not take an oath.

(NOTARY SEAL)



\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary)

**SIGN POSTING AGREEMENT**

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Property Location: \_\_\_\_\_

I, \_\_\_\_\_, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. \_\_\_\_\_.

Signature: [Handwritten Signature] Date: \_\_\_\_\_

Name/Title of Signatory: \_\_\_\_\_

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015 by Daniel Devesa who is personally known to me or who produced a photo id as identification. He/she did not take an oath.

(NOTARY SEAL)



[Handwritten Signature]

(Signature of Notary Public)

(Name of Notary)

## Exhibit "A"

### LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

**PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

*This is not a certified copy*



**DEPARTMENT for COMMUNITY SUSTAINABILITY**  
**Planning, Zoning and Historic Preservation Division**  
1900 2<sup>nd</sup> Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: October 26, 2015

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager  
Curt Thompson, Community Planner

SUBJECT: **PZB Project Numbers 15-02200001; 15-00300001 and 15-01300002**, Consideration of:

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land +/- 6.54 acres in area generally located approximately 200 feet west of the northwest portion of the intersection of 10<sup>th</sup> Avenue North and Boutwell Road;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Commercial High Intensity/8 dwelling units per acre and Commercial Low Intensity/8 dwelling units per acre to a City of Lake Worth Future Land Use designation of Mixed Use West (MU-W);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Mixed Use – West (MU – W) Zoning District.

P&ZB Meeting Date: November 4, 2015

---

**BACKGROUND/ PROPOSAL:**

The applicant is requesting to voluntarily annex a 6.54 +/- acre parcel of land, located about 200 feet west of the northwest portion of the intersection of 10<sup>th</sup> Avenue North and Boutwell Road into the City of Lake Worth. This site is located within the Inter-local Service Boundary Agreement (ISBA) geographical area (please see attachments).

The City of Lake Worth initiated a process to adopt an Inter-local Service Boundary Agreement (ISBA) with Palm Beach County. Chapter 171, Part II, Florida Statutes (F.S.) established the ISBA process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes. In general, the Inter-local Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the different City departments. This is due to the following reasons: a) Most of the subject area is already served by the City (Water, Electric Utility, Fire Rescue); and b) Existing resources will be sufficient to provide service to the new area; or, additional resources will be minimal (Public Services, Community Sustainability, Sewer, Leisure Services).

**ANALYSIS:**

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.
- Policy 1.2.2.5: Locational Strategy for the Mixed Use West Category – The Mixed Use West land use category is intended for mapping in areas from the westernmost city limits eastward to I-95 and adjacent to the proposed Park of Commerce, where the existing land use pattern is characterized by a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new retail, office, commercial and high-density multifamily development.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10<sup>th</sup> Avenue North located within the City.

The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

### Section 23.2-36: Rezoning of Land and Future Land Use Map (FLUM) amendments:

An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based on the following factors:

- a. Consistency. Whether the proposed FLUM amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

**Staff Response:** While no formal site plan has been submitted as part of the annexation, the surrounding area within the City Limits has a designation of Mixed Use West, and the proposed land use amendment would be consistent with the area and parcels in proximity to the site.

- b. Land Use Pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

**Staff Response:** The proposed Future Land Use Map amendment would not be contrary to the established land use pattern, and will surround an area that would be a good candidate for annexation into the City Limits. No special land use or zoning designation has been requested, and the approval of the annexation with FLUM amendment would not grant any special privilege or create an isolated land use classification. The larger area has been the subject of a long term concerted effort between the County and City as a joint planning area, and is consistent with the approved Inter-local Service Boundary Agreement (ISBA).

- c. Sustainability. Whether the proposed FLUM amendment would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

**Staff Response:** While no formal site plan has been submitted as part of this voluntary annexation request, the governing land development regulations, including the sustainable bonus program will encourage smart growth and sustainable initiatives within the site as development takes shape.

- d. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

**Staff Response:** The applicant recognizes that in order to receive approval of a site plan, the proposed site will need to demonstrate compliance with Section 23.5-2.

- e. Compatibility. The application shall consider the following compatibility factor: Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

**Staff Response:** The proposed FLUM is compatibility with the future uses of the surrounding properties, and will not negatively affect the property values of the adjacent properties.

- f. Economic Development Impact Determination for Conventional Zoning Districts. For FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's Economic Development Program, and also determine whether the proposal would: 1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and 2) Represent a potential decrease in the number of uses with high probable economic development benefits.

**Staff Response:** The proposed land use and zoning designations represent an increase in residential density, while allowing for other mix of uses when compared to the existing Palm Beach County land use (8 units per acre maximum) and zoning designation (Residential only, no commercial development permitted).

- g. Commercial and Industrial Land Supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

**Staff Response:** The proposed FLUM amendment does not reduce the amount of land available for commercial development, and industrial use is not permitted for the properties under the current County designations.

**CONSEQUENT ACTION:**

The Planning and Zoning Board's recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City's Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Mixed Use West (MU-W);
- Approval of the Zoning Map Amendment to assign an initial zoning of Mixed Use – West (MU - W) District.

**POTENTIAL MOTIONS:**

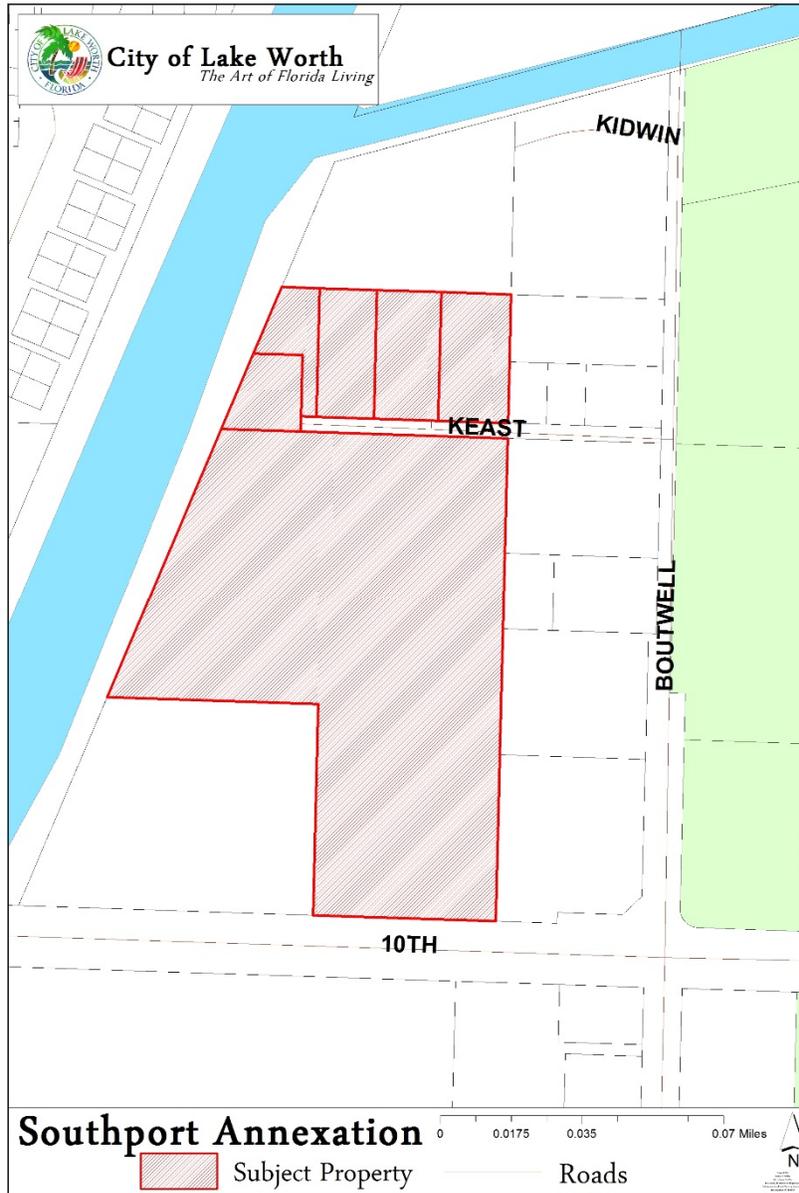
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-02200001: Request for voluntary annexation of a 6.54 +/- acre parcel of land (P.C.N. 00-43-44-20-01-026-0010; 00-43-44-20-01-004-0030; 00-43-44-20-01-004-0060; 00-43-44-20-01-004-0080; 00-43-44-20-01-004-0120; 00-43-44-20-01-004-0010; 00-43-44-20-01-004-0130) location, from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

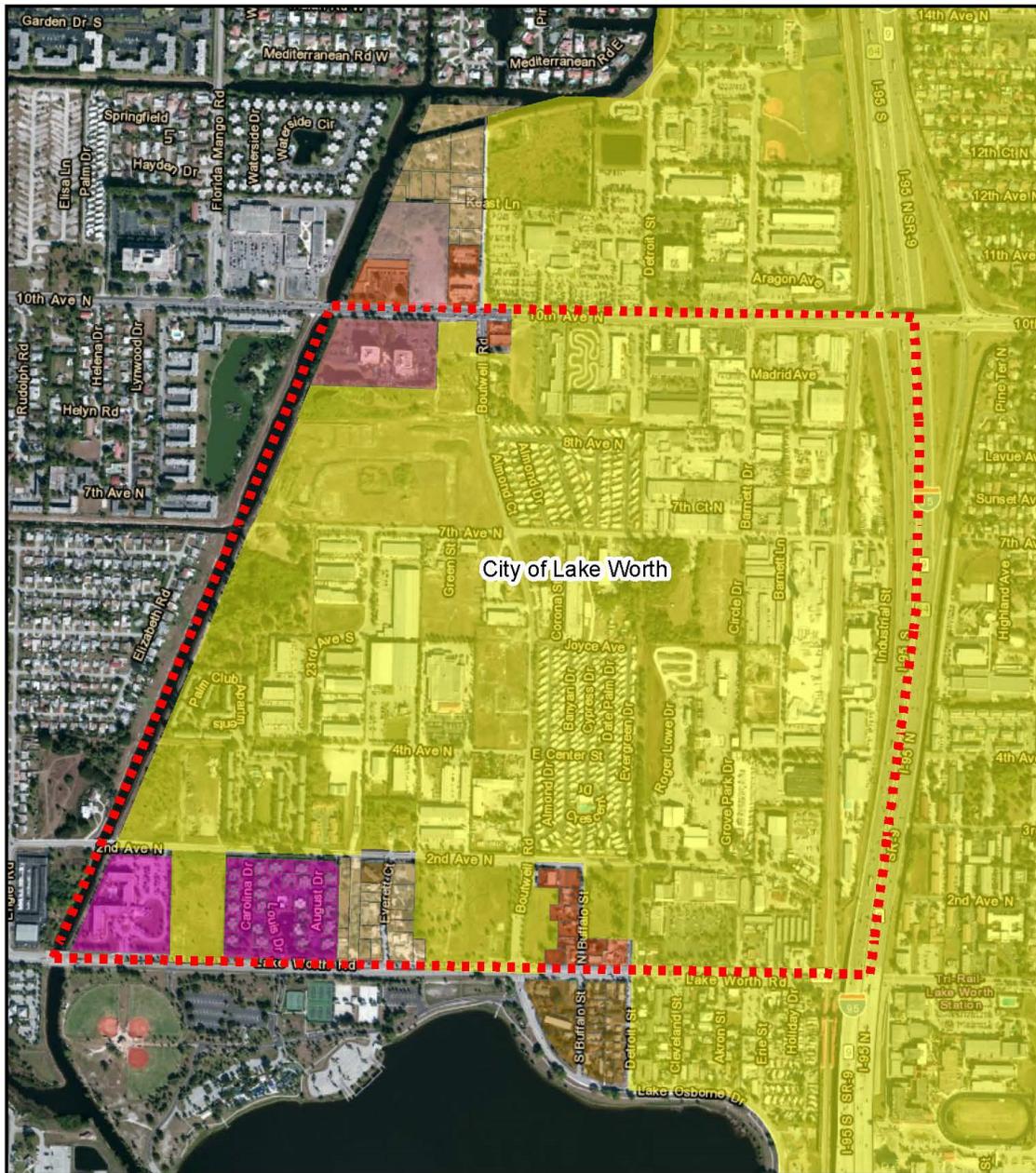
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-00300001 a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Commercial High Intensity and Commercial Low Intensity/8 dwelling units per acre (CH/8 and CL/8) to the City of Lake Worth land use designation of Mixed Use West (MU-W).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-01300002: Zoning Map Amendment from a Palm Beach County Zoning Designation of Residential High Intensity (RH) to a City Zoning Designation of Mixed Use – West (MU-W).

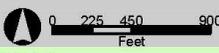
**Attachments**

**LOCATION MAP**





	Lake Worth Park of Commerce		Commercial Low, underlying HR-8
	LAKE WORTH		High Residential 8
	High Residential 12		Commercial High Office, underlying HR-8
	High Residential 18		Commercial High, underlying HR-8
			Industrial

**Lake Worth Park of Commerce Interlocal Service Boundary Agreement-ISBA-  
 Future Land Use**



1  
2  
3 ORDINANCE NO. 2016-01 OF THE CITY COMMISSION OF LAKE WORTH,  
4 FLORIDA, ANNEXING THE PROPERTY LOCATED APPROXIMATELY 200  
5 FEET WEST OF THE NORTHWEST PORTION OF THE INTERSECTION OF  
6 10<sup>TH</sup> AVENUE NORTH AND BOUTWELL ROAD, BEING MORE FULLY  
7 DESCRIBED IN EXHIBIT A; PROVIDING FOR AMENDMENT TO THE  
8 CORPORATE LIMITS OF THE CITY OF LAKE WORTH TO INCLUDE THE  
9 SUBJECT PROPERTY IN THE OFFICIAL BOUNDARY MAP; PROVIDING FOR  
10 ADVERTISING; PROVIDING THAT THIS ORDINANCE SHALL BE FILED WITH  
11 THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, THE  
12 COUNTY ADMINISTRATOR OF PALM BEACH COUNTY AND THE FLORIDA  
13 SECRETARY OF STATE; PROVIDING FOR REPEAL OF ALL ORDINANCES  
14 IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN  
15 EFFECTIVE DATE.

16  
17 WHEREAS, pursuant to Chapter 171, Florida Statutes, a petition by the  
18 landowner has been duly filed with the City of Lake Worth (the "City"), seeking  
19 annexation into the corporate limits of the City of the property hereinafter  
20 described on Exhibit A and shown on Exhibit B; and

21  
22 WHEREAS, the proposed annexation complies with all requirements of  
23 Chapter 171, Florida Statutes, pertaining to voluntary annexations; and

24  
25 WHEREAS, the entire Park of Commerce annexation area was originally  
26 initiated by an agreement between Palm Beach County and the City, first  
27 executed in November 1996; and

28  
29 WHEREAS, the subject parcel of land is part of the Lake Worth Park of  
30 Commerce; and

31  
32 WHEREAS, on November 4, 2015, the City Planning and Zoning Board,  
33 sitting as the duly constituted Local Planning Agency for the City, recommended  
34 approval of the Annexation of land into the City of Lake Worth; and

35  
36 WHEREAS, the purpose of the proposed annexation is consistent with the  
37 objectives of both the City and Palm Beach County to improve the infrastructure,  
38 to clean up derelict properties and to broaden the City's tax base; and

39  
40 WHEREAS, the proposed annexation is also consistent with many of the  
41 Goals, Objectives and Policies concerning annexation located in the Future Land  
42 Use Element within the City's adopted Comprehensive Plan; and

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

46  
47 Section 1. The foregoing recitals are hereby affirmed and ratified.  
48

49           Section 2. The City Commission has determined that the petition for  
50 voluntary annexation bears the signatures of all owners of property in the area  
51 proposed to be annexed and that the adoption of this Ordinance is in the best  
52 interest of the citizens and residents of the City of Lake Worth.  
53

54           Section 3. The parcel of land more particularly described in Exhibit A and  
55 shown in Exhibit B is hereby annexed into and shall be within the corporate limits  
56 of the City of Lake Worth, Florida, and shall henceforth be a part of said City with  
57 the same force and effect as though the property had been originally incorporated  
58 in the territorial boundaries of the City.  
59

60           Section 4. The corporate limits of the City as set forth in the City Charter  
61 in Article II, Section 1 shall be amended to reflect said annexed property referred  
62 to in the Ordinance.  
63

64           Section 5. The City Clerk is directed to file a copy of this Ordinance with  
65 the Palm Beach County Circuit Court Clerk, the County Administrator of Palm  
66 Beach County and the Florida Department of State within 7 days after its  
67 adoption.  
68

69           Section 6. This Ordinance shall be published for two consecutive weeks  
70 in the newspaper in the accordance with the provisions of the Florida Statutes,  
71 Section 171.044 – Voluntary Annexation.  
72

73           Section 7. All ordinances or parts of ordinances in conflict herewith are  
74 hereby repealed.  
75

76           Section 8. If any provision of this Ordinance, or the application thereof to  
77 any person or circumstance is held invalid, the invalidity shall not affect other  
78 provisions or applications of the Ordinance which can be given effect without the  
79 invalid provision or application, and to this end the provisions of this Ordinance  
80 are declared severable,  
81

82           Section 9. This Ordinance shall become effective thirty-one (31) days after  
83 adoption.  
84

85           The passage of this Ordinance on first reading was moved by  
86 Commissioner Amoroso, seconded by Commissioner Maier, and upon being put  
87 to a vote, the vote was as follows:  
88

89	Mayor Pam Triolo	AYE
90	Vice Mayor Scott Maxwell	AYE
91	Commissioner Christopher McVoy	AYE
92	Commissioner Andy Amoroso	AYE
93	Commissioner Ryan Maier	AYE

94

95 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first  
96 reading on the 8<sup>th</sup> of December, 2015.

97  
98 The passage of this Ordinance on second reading was moved by  
99 Commissioner \_\_\_\_\_, seconded by Commissioner  
100 \_\_\_\_\_, as amended and upon being put to a vote, the vote was  
101 as follows:

- 102 Mayor Pam Triolo
- 103 Vice Mayor Scott Maxwell
- 104 Commissioner Christopher McVoy
- 105 Commissioner Andy Amoroso
- 106 Commissioner Ryan Maier

107  
108  
109 Mayor Pam Triolo thereupon declared this Ordinance duly passed and  
110 enacted on the 5th day of January, 2016.

111  
112 LAKE WORTH CITY COMMISSION

113  
114  
115 By: \_\_\_\_\_  
116 Pam Triolo, Mayor

117  
118 ATTEST:

119  
120  
121 \_\_\_\_\_  
122 Pamela J. Lopez, City Clerk  
123

Exhibit "A"

LEGAL DESCRIPTION

**PARCEL NO. 1:** (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 320 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 228.4 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

**PARCEL NO. 2:** (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Late Worth Drainage District Canal (also known as the Keller Canal); thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

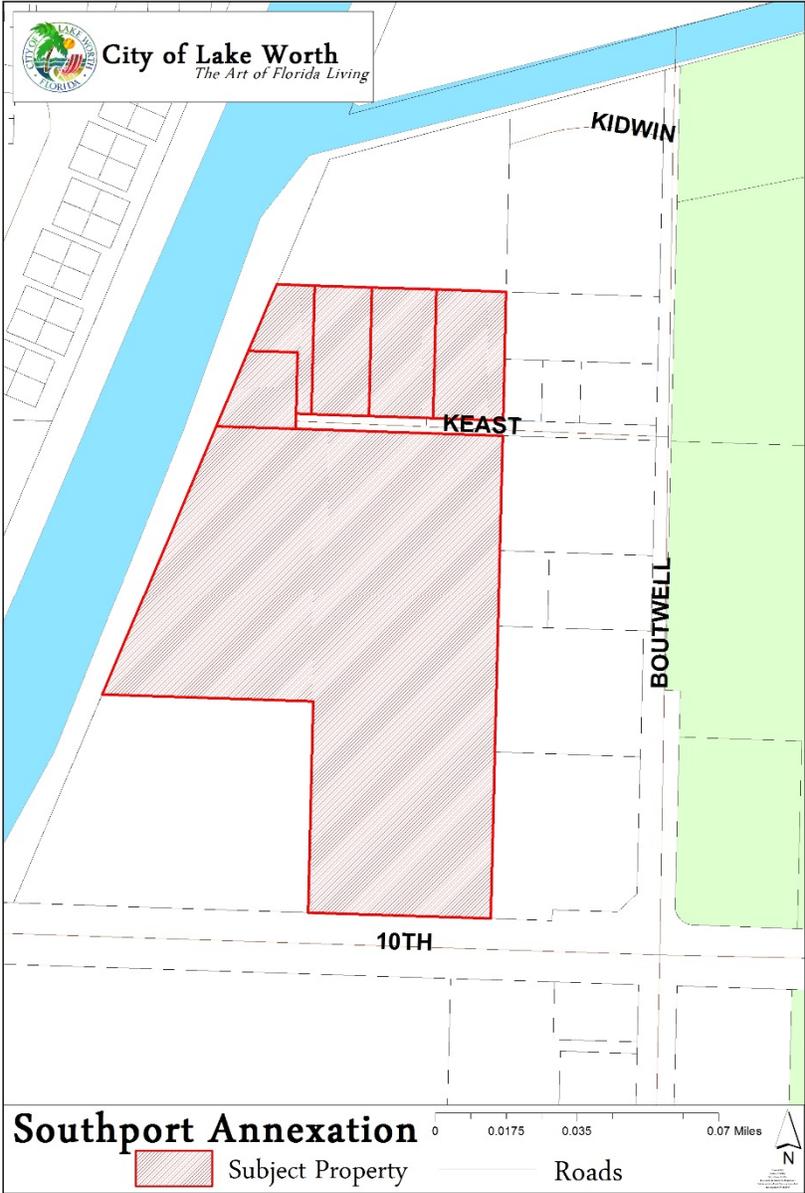
**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

*This is not a certified copy*

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135  
136  
137

EXHIBIT B  
LOCATION MAP



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**AGENDA DATE:** January 5, 2016

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-02 - Second Reading - Small Scale Future Land Use Map Amendment

**SUMMARY:**

The Ordinance amends the City's Future Land Use Map, including a small scale amendment to its Comprehensive Plan as part of a voluntary annexation of approximately 6.54 acres pursuant to the Interlocal Service Boundary Agreement adopted by the City of Lake Worth on August 18, 2015, and subsequently adopted by Palm Beach County on October 6, 2015.

**BACKGROUND AND JUSTIFICATION:**

**This is a companion item to Ordinance Nos. 2016-01 and 2016-03 approving the Voluntary Annexation and Rezoning.**

The Applicant (property owner) proposes to voluntarily annex an approximately 6.54 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The parcel located in Palm Beach County fronts on 10<sup>th</sup> Avenue North and lies along the western border of the City's Mixed Use - West (MU-W) zoning district. Currently, the site has a Palm Beach County zoning designation of Multi Family Residential High Intensity (RH). It has a Palm Beach County Land use designation of Commercial High Intensity/ 8 dwelling units per acre.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10<sup>th</sup> Avenue North located within the City. The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

The City forwarded the Annexation, FLUM and rezoning documents to Palm Beach County to allow opportunity for comment. No comments or objections have been received.

At its meeting of November 4, 2015, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 15-00300001, which covers amending the City's Future Land Use Map (FLUM) including a small scale amendment to the City's Comprehensive Plan.

At its meeting of December 8, 2015, the City Commission voted 4-1 to approve the Ordinance on first reading and to schedule the public hearing.

**MOTION:**

I move to approve/disapprove Ordinance No. 2016-02 on second reading.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

Draft Minutes of the P&Z Board Meeting of November 4, 2015

Universal Development Application

Ordinance

PZB Staff Report



**CITY OF LAKE WORTH**  
1900 2<sup>nd</sup> Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

**Minutes  
Regular Meeting  
City of Lake Worth  
Planning & Zoning Board  
City Hall Commission Room  
7 North Dixie Hwy; Lake Worth, FL**

**WEDNESDAY, NOVEMBER 04, 2015 6:00 PM**

1. Roll Call and Recording of Absences: Greg Rice, Board Chair, called the meeting to order at 6:15 pm. Aimee Sunny, called the roll. Those present were: Mr. Rice; Dean Sherwin, Vice-Chair; Mark Humm; Elise LaTorre; and Dustin Zacks. Also present were Carolyn Ansay, Legal Counsel; Maxime Ducoste, Planning & Preservation Manager; Curt Thompson, Community Planner; and William Waters, Director for Community Sustainability.

**Special Note:** Maxime Ducoste noted that relocation of meeting was necessary due to plumbing issues at City Hall. In an attempt to notify the public, the City posted notice at all entrances of City Hall, posted on the City's website, and Tweeted to note the change of location. Contacted all applicants and Board members to note the change of location. The meeting is starting at 6:15pm in order to give the public time to move locations. Carolyn Ansay notes that the City has taken all of the steps possible to note the change of location due to the issues at City Hall.

2. **Pledge of Allegiance**

**No flag was available in the room, therefore, the pledge was skipped.**

3. Additions/Deletions/Reordering and Approval of the Agenda

**Action:** Motion made by Mark Humm with a Second by Elise LaTorre to approve the agenda.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

4. Approval of Minutes:

A. Meeting Minutes will be recorded at the December 2015 meeting.

5. Cases:

A. Swearing in of Staff and Applicants:

- Ms. Sunny administered the swearing in of applicants.

B. Proof of Publication:

**Action:** Motion made by Mark Humm with a Second by Dustin Zacks to receive and file the Proof of Publication.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

C. Withdrawals/Postponements: None.

D. Consent:

1. Consideration to recommend city-owned parcel at 128 South E Street (PCN 38-43-44-21-15-059-0030) be deemed suitable for affordable housing.

**Action:** Motion made by Dean Sherwin with a Second by Mark Humm to recommend to the City Commission that the city-owned parcel be used for affordable housing.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

E. Public Hearings:

1. Board Disclosure

Mr. Humm and Mr. Rice read a letter that was sent to all Board members.

2. Cases:

- a. PZB 15-02200001; 15-00300001 and 15-01300002 Request for Annexation to allow for the annexing of a +/- 6.54 acre site into the City of Lake Worth; a Small Scale Land Use Change from Commercial High Intensity/8 dwelling units per acre (CH/8) and Commercial Low Intensity/8 dwelling units per acre (CL/8) to a City of Lake Worth Land Use designation of Mixed Use West (MU-W) and a rezoning from a Palm Beach County zoning designation of High Density Residential (RH) to a City of Lake Worth zoning designation of Mixed Use West (MU-W).

- Staff Comments, Mr. Thompson (06:25pm)

Stated that this is a three part request, as outlined in the Staff report. The site is located just west of 10<sup>th</sup> Avenue North and Boutwell Road. Discussed the Interlocal Service Boundary Agreement between the City and Palm Beach County. This agreement is to help facilitate annexation of certain outlying parcels into the City. Staff is recommending approval of the request for annexation, future land use map amendment, and zoning map amendment.

- Presentation from Applicant's Agent, Mark Rickerts, Kimley Horn, notes that the request tonight is not a site plan or a development, only the annexation, future land use map amendment, and zoning map amendment. The client is considering a residential project in the future.

- Mr. Thompson commented that the City has had 3 other similar cases in which an annexation has occurred without a development application.

- Mr. Waters and Mr. Romano were sworn in at 6:37pm.

- Public Comments: Mr. Rodney Romano stated that his request is for the Planning Board to reject the proposal tonight. He would like to see the entire enclave annexed at one time, rather than just this requested portion. Mr. Romano quotes Florida Statute 171, Section 046, regarding annexation, and notes that the Statute prohibits the annexation of an enclave.
- Mark Rickards, on behalf of Kimley Horn, notes that he believes the criteria for voluntary annexation is straightforward and that his client has met the requirements.
- Mr. Waters states that they City has worked with the County for 3 years to craft the ISBA program, which was effective in October. The ISBA does allow for enclaves to be created, but rather to bring in parcels as they volunteer, rather than the entire enclave. The County has already vacated Boutwell Road to the City, and therefore there is no way to access the County parcels but to use a City Right-of-way, which actually created an enclave.
- Ms. LaTorre asked Mr. Romano where his property is located, and what specifically his concerns are regarding the project. Mr. Romano stated that he feels the project as proposed will create an enclave, and that this will be in violation of Florida State Statute. He is also concerned with the MF-30 zoning, which could allow up to 30 units per acre, next to the single-family property that he currently owns.
- Mr. Rickards indicates that his client hopes to move forward with a site plan in approximately 3 months.
- Mr. Waters states that the City assessed the cost differences between being a part of the County versus a part of the City. Also, responds to Mr. Romano's comment regarding the number of units that are allowed on the property. In Lake Worth, the Code has a maximum FAR, height, lot coverage, impermeable surface, and setbacks, and all of these will need to be met for any future development.
- Ms. LaTorre asked Mr. Waters and Ms. Ansary if there is any way to allow the annexation but approve a zoning that respects the single-family homes located nearby. Mr. Waters answered that the Code is very predictable and therefore the applicant is aware of the development potential with the site and the MF-30 zoning is appropriate based on the City's Comprehensive Plan.

(7:12 PM)

**Action:** Motion made by Mr. Zacks with a Second by Dean Sherwin to recommend annexation to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Future Land Use Map Amendment to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Zoning Map Amendment to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

- b. PZB 15-00500007; 15-00500010; 15-01500007 AND 15-01100002: Consideration of a Major Site Plan, Conditional Land Use, Major Subdivision and Sign Variance to allow for a proposed development on an 18.831 (+/-) acre site. The subject property is located at the northwest corner of Boutwell Road and 7th Avenue North within the Industrial Park of Commerce (IPOC).
- Staff comments, Curt Thompson:  
Stated the number of buildings and the approximate size located on the existing property, and that the buildings are located in an East-West configuration. Discusses the location of the parking, loading docks, and entrances into the site. The site is 18.88 acres, which is quite large, and could accommodate as many as 30 different tenants. The applicant is requesting to alter 27 subdivision lots to 1 commercial lot. The applicant is requesting a Conditional Land Use to cover many different types of uses for the tenants. The applicant is proposing to clean up the peat and muck to clean up the site and protect the wetlands, under the community benefits sustainable bonus program. With the bonus, the applicant is requesting a height of 36 feet, instead of the 30 feet allowed per the Code. The applicant is also requesting a sign variance from the 150 square foot sign limitation to allow 1,332 square feet of signage in order to accommodate the large site and the multiple tenants. Staff is recommending approval of the four requests.
  - Maxime Ducoste stated that the total values of the required and proposed improvements and benefits for the property.
  - Board Member Comments: Mr. Zacks requested additional information regarding the proposed signage, and whether or not the 1332 square feet could all be applied on one façade.
  - Mr. Waters stated that this project is conditional upon the Applicant dedicating the Boutwell Road right-of-way to the City, which will need to be approved by the City Commission at the December meeting. (07:28pm)
  - Bradley Miller, Miller Land Planning comments: Representing Panattoni Development, states that this is the largest project ever to happen in Lake Worth at 252,000 square feet of industrial/commercial space. Jeff Konieczny, from Nashville, TN, on behalf of Panattoni Development. They have 17 North American offices, and they have mostly focused on retail, industrial, and office developments. The Boutwell Road project is speculative, they do not currently have any build-to-suit tenants. This project is a joint venture with the California Teacher's Pension Fund. Curtis Dubberly, with Miller Land Planning, presents the site location at the northwest corner of Boutwell Road and 7<sup>th</sup> Avenue North, and the site calculations. The Applicant is proposing a list of Conditional Land Uses that could accommodate a wide variety of tenants for the Boutwell Business Center. Mr. Dubberly stated that the Applicant has reviewed the list of proposed conditions, and they are in agreement with Staff.
  - Mr. Sherwin would like to see the color scheme adjusted to something more in keeping with South Florida and Lake Worth.
  - No Public Comments.

(07:45 pm)

**Action:** Motion made by Ms. LaTorre with a Second by Mr. Humm to approve the Conditional Land Use, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Sherwin with a Second by Ms. LaTorre to approve the Major Site Plan, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Humm with a Second by Ms. LaTorre to approve the requested Variance, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to approve the Major Subdivision, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

F. Unfinished Business:

1. PZB 15-01500003: Consideration of Variances from Section 23.5-1, Signs, to allow additional signage for an importer and wholesaler of granite, marble, porcelain tile and slab surface business facility with accessory outdoor storage for property located at 1800 4th Avenue North, Unit A (425 Industrial Street). (07:50 pm)
  - Staff comments, Curt Thompson:  
The applicant is requesting a variance from the allowed amount of signage for the property. The Staff is recommending denial of the application. This applicant is requesting 1,242 square feet of signage on approximately 5 acres of the site.
  - Michael Coiro, Owner of ArcStone trading, presented that he moved into the property in 2014, and that the area has always had stone companies and that he had no idea that there was a limitation on the signage for the area or that the use would require a Conditional Land Use. States that he needs every advantage to get people into his business, and that adequate signage is necessary for his business to succeed. Steve Graham, with the Wantman Group, and stated that Larry Zabik was previously involved in this case but was unable to attend. Mr. Graham is requesting a continuance of the case in order to allow for Mr. Zabik to be present at the hearing.
  - Mr. Ducoste stated that the request would allow for one tenant to occupy a large portion of the signage allowance for the entire site. Additionally, the signs are unpermitted, and were not discussed with Staff before they were constructed. Based on the conditions of the variance, Staff does not believe that there is a hardship to warrant approval of the variance.

- Board Member Comments: Mr. Rice stated that previously the Board had declared that an additional continuance would not be granted at the last meeting.

**Action:** Motion made by Ms. LaTorre with a Second by Mr. Sherwin to deny the request for a continuance.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

- The large freestanding sign is not part of the request, according to the Staff, as that sign was constructed without a permit and is not allowed by the Lake Worth code.
- Mr. Brian stated that the applicant has provided information as requested by the Staff, and that there is a hardship for the applicant.
- Mr. Thompson stated that the amount of signage requested by the Applicant is actually greater than the total signage allowance for the entire building, even though this tenant only occupies half of the building. (08:30pm)
- Board Member Comments: General discussion regarding the size, design, and type of the signs that exist currently, and what would be allowed by the Code. Discussion over whether or not the signage allowance applies to the entire building, or just the Applicant.

**Action:** Motion made by Mr. Sherwin, Move to approve 15-01500003 request for a variance from 23.5-1 regarding the total combined sign area. Permitted sign area for each building will be limited to one square foot of signage per one linear foot of building located adjacent to a public right of way. Motion did not receive a second.

- Additional discussion ensued regarding ownership of the property and the request for the variance. A variance, once granted, runs with the parcel, not a specific tenant. As such, the owner of the property should be involved with the outcome and the specifics of a variance. Ms. Ansay noted the ownership, and the legality of the Application that was submitted, and listed the decision options for the Board.

**Action:** Motion made by Mr. Sherwin with a Second by Mr. Humm to continue the case to the January 6, 2016, regular meeting, with the condition that all prohibited signs must be removed before the hearing.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; and Ms. LaTorre.

Nays: Mr. Zacks

Motion carried four (4) to one (1). (09:14pm)

#### G. New Business:

6. Planning Issues:
7. Public Comments (3 minute limit):
8. Departmental Reports:
9. Board Member Comments:
10. Adjournment:

Agenda Date: November 4, 2015 "Regular Meeting"

**Action:** Motion to adjourn made by Mr. Sherwin with a Second by Ms. LaTorre.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Mr. Zacks; and Ms. LaTorre.

Nays: None.

Motion carried five (5) to zero (0). (09:16pm)

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: ALL CITY BOARDS ARE AUTHORIZED TO CONVERT ANY PUBLICLY NOTICED MEETING INTO A WORKSHOP SESSION WHEN A QUORUM IS NOT REACHED. THE DECISION TO CONVERT THE MEETING INTO A WORKSHOP SESSION SHALL BE DETERMINED BY THE CHAIR OR THE CHAIR'S DESIGNEE, WHO IS PRESENT AT THE MEETING. NO OFFICIAL ACTION SHALL BE TAKEN AT THE WORKSHOP SESSION, AND THE MEMBERS PRESENT SHOULD LIMIT THEIR DISCUSSION TO THE ITEMS ON THE AGENDA FOR THE PUBLICLY NOTICED MEETING. (Sec. 2-12 Lake Worth Code of Ordinances)

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.

All project-related back-up materials, including full plan sets, are available for review by the public in the Planning, Zoning and Historic Preservation Division located at 1900 2nd Avenue North.



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**UNIVERSAL DEVELOPMENT APPLICATION**

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor       Site Plan – Major       Planned Development       Variance
- Subdivision/Plat       Conditional Use       Administrative Use       Mural
- Alcoholic Beverage Distance Proximity Waiver       Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver       Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program       Certificate of Appropriateness       Sign Variance
- Rezoning (Zoning Map Amendment)       Zoning Text Amendment       Annexation

Other: Annexation

Project Name: Southport Annexation

Project Location: 200' west of the intersection of 10th Ave N and Boutwell Road

Legal Description: Please see the attached.      Date Platted: 11/10/1914

PCN: 38-43-44- please see attached. Existing Zoning: RH (PBC)      Proposed Zoning: MU-W (Lake Worth)

Existing FLU: CH/8; CL/8 (PBC)      Proposed FLU: MU-W (Lake Worth)

Proposed Use:  Residential; Density 30 DU/AC;  Commercial \_\_\_\_\_ SF;  Industrial \_\_\_\_\_ SF

Total Estimated Cost of the Project: 10,000,000

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID	<input type="checkbox"/> DUE

**Parcel Control Numbers:**

00-43-44-20-01-026-0010

00-43-44-20-01-004-0130

00-43-44-20-01-004-0030

00-43-44-20-01-004-0060

00-43-44-20-01-004-0080

00-43-44-20-01-004-0120

00-43-44-20-01-004-0010

**Project Location Map:**



Project Manager/Contact Person: Mark Rickards, AICP

Company: Kimley-Horn

Address: 1690 S Congress Ave Suite 100 Delray Beach, Florida, 33445  
(Street Address) (City) (State) (Zip)

Phone No.: 561-404-7244 E-Mail Address: mark.rickards@kimley-horn.com

Applicant Name (if different from Project Manager): Scott Seckinger

Company: SP West Palm L.P.

Address: 2430 Estancia Blvd., Suite 101, Clearwater, Florida 33761  
(Street Address) (City) (State) (Zip)

Phone No.: 727-669-3660 E-Mail Address: sseckinger@sphome.com

Owner Name: \_\_\_\_\_

Company: Lake Worth Investment Group LLC

Address: 4005 Nw 114th Ave STE 5 Miami, FL 33178-4372  
(Street Address) (City) (State) (Zip)

Phone No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**OWNER'S CONSENT**

LAKE WORTH INVESTMENT GROUP LLC ("Owner") certifies that it is the owner of the property located at 00-43-44-20-01-027-0010; 00-43-44-20-01-004-0030; 0060; 0080; 0120; 0010 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes Mark Rickards, AICP, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: [Signature] Date: 8/19/15  
Name/Title of Signatory: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August, 2015, by Daniel Dalsa who is personally known to me or who produced a \_\_\_\_\_ identification. He/she did not take an oath.



[Signature]  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary)

**PROJECT DATA**

**DESCRIPTION OF WORK:**

Provide a **detailed** description of work to be done as a result of this application (attach additional sheets if necessary).

Annexation of above listed PCNs into the City of Lake Worth.

Please see attached Property Record Details.

**PRIOR APPROVALS:**

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

No previous Approvals

**ADJACENT PROPERTY INFORMATION:**

Complete the following table for all surrounding properties. Information located at [www.lakeworth.org/business/planning-zoning/](http://www.lakeworth.org/business/planning-zoning/).

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	CL/8 (PBC)	RS (PBC)	Single Family Residential
South	CH-0/8 (PBC)	CS(PBC), MU-W (Lake Worth)	Office Buildings, Vacant
East	CH/8 (PBC)	CG (PBC), RH (PBC)	Gas Station, Rubin Funeral Home,
West	CH/8 (PBC)	UC (PBC)	Shopping Center

Sunrise Detox

**DEVELOPMENT STANDARDS:**

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at [www.municode.com](http://www.municode.com).

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front ( _____ )	
	Rear ( _____ )	
	Side ( _____ )	
	Side ( _____ )	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

**AFFIDAVIT OF COMPLETENESS AND ACCURACY**

**INSTRUCTIONS:** To be completed by the individual submitting the application (owner or authorized agent).

Project Name: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

**STATEMENT OF COMPLETENESS AND ACCURACY:**

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the  property owner  authorized agent.

\_\_\_\_\_  
(Name - type, stamp or print clearly)

[Signature]  
(Signature)

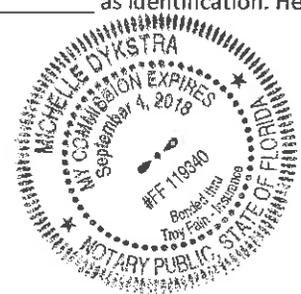
\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address, City, State, Zip)

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015, 2015 by Phuong Debesa who is personally known to me or who produced a photo as identification. He/she did not take an oath.

(NOTARY SEAL)



\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary)

**SIGN POSTING AGREEMENT**

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Property Location: \_\_\_\_\_

I, \_\_\_\_\_, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. \_\_\_\_\_.

Signature: [Handwritten Signature] Date: \_\_\_\_\_

Name/Title of Signatory: \_\_\_\_\_

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015 by Daniel Devesa who is personally known to me or who produced a photo id as identification. He/she did not take an oath.

(NOTARY SEAL)



[Handwritten Signature]

(Signature of Notary Public)

(Name of Notary)

## Exhibit "A"

### LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

**PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

*This is not a certified copy*



**DEPARTMENT for COMMUNITY SUSTAINABILITY**  
**Planning, Zoning and Historic Preservation Division**  
1900 2<sup>nd</sup> Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: October 26, 2015

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager  
Curt Thompson, Community Planner

SUBJECT: **PZB Project Numbers 15-02200001; 15-00300001 and 15-01300002**, Consideration of:

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land +/- 6.54 acres in area generally located approximately 200 feet west of the northwest portion of the intersection of 10<sup>th</sup> Avenue North and Boutwell Road;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Commercial High Intensity/8 dwelling units per acre and Commercial Low Intensity/8 dwelling units per acre to a City of Lake Worth Future Land Use designation of Mixed Use West (MU-W);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Mixed Use – West (MU – W) Zoning District.

P&ZB Meeting Date: November 4, 2015

---

**BACKGROUND/ PROPOSAL:**

The applicant is requesting to voluntarily annex a 6.54 +/- acre parcel of land, located about 200 feet west of the northwest portion of the intersection of 10<sup>th</sup> Avenue North and Boutwell Road into the City of Lake Worth. This site is located within the Inter-local Service Boundary Agreement (ISBA) geographical area (please see attachments).

The City of Lake Worth initiated a process to adopt an Inter-local Service Boundary Agreement (ISBA) with Palm Beach County. Chapter 171, Part II, Florida Statutes (F.S.) established the ISBA process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes. In general, the Inter-local Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the different City departments. This is due to the following reasons: a) Most of the subject area is already served by the City (Water, Electric Utility, Fire Rescue); and b) Existing resources will be sufficient to provide service to the new area; or, additional resources will be minimal (Public Services, Community Sustainability, Sewer, Leisure Services).

**ANALYSIS:**

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.
- Policy 1.2.2.5: Locational Strategy for the Mixed Use West Category – The Mixed Use West land use category is intended for mapping in areas from the westernmost city limits eastward to I-95 and adjacent to the proposed Park of Commerce, where the existing land use pattern is characterized by a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new retail, office, commercial and high-density multifamily development.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10<sup>th</sup> Avenue North located within the City.

The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

### Section 23.2-36: Rezoning of Land and Future Land Use Map (FLUM) amendments:

An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based on the following factors:

- a. Consistency. Whether the proposed FLUM amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

**Staff Response:** While no formal site plan has been submitted as part of the annexation, the surrounding area within the City Limits has a designation of Mixed Use West, and the proposed land use amendment would be consistent with the area and parcels in proximity to the site.

- b. Land Use Pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

**Staff Response:** The proposed Future Land Use Map amendment would not be contrary to the established land use pattern, and will surround an area that would be a good candidate for annexation into the City Limits. No special land use or zoning designation has been requested, and the approval of the annexation with FLUM amendment would not grant any special privilege or create an isolated land use classification. The larger area has been the subject of a long term concerted effort between the County and City as a joint planning area, and is consistent with the approved Inter-local Service Boundary Agreement (ISBA).

- c. Sustainability. Whether the proposed FLUM amendment would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

**Staff Response:** While no formal site plan has been submitted as part of this voluntary annexation request, the governing land development regulations, including the sustainable bonus program will encourage smart growth and sustainable initiatives within the site as development takes shape.

- d. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

**Staff Response:** The applicant recognizes that in order to receive approval of a site plan, the proposed site will need to demonstrate compliance with Section 23.5-2.

- e. Compatibility. The application shall consider the following compatibility factor: Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

**Staff Response:** The proposed FLUM is compatibility with the future uses of the surrounding properties, and will not negatively affect the property values of the adjacent properties.

- f. Economic Development Impact Determination for Conventional Zoning Districts. For FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's Economic Development Program, and also determine whether the proposal would: 1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and 2) Represent a potential decrease in the number of uses with high probable economic development benefits.

**Staff Response:** The proposed land use and zoning designations represent an increase in residential density, while allowing for other mix of uses when compared to the existing Palm Beach County land use (8 units per acre maximum) and zoning designation (Residential only, no commercial development permitted).

- g. Commercial and Industrial Land Supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

**Staff Response:** The proposed FLUM amendment does not reduce the amount of land available for commercial development, and industrial use is not permitted for the properties under the current County designations.

**CONSEQUENT ACTION:**

The Planning and Zoning Board's recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City's Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Mixed Use West (MU-W);
- Approval of the Zoning Map Amendment to assign an initial zoning of Mixed Use – West (MU - W) District.

**POTENTIAL MOTIONS:**

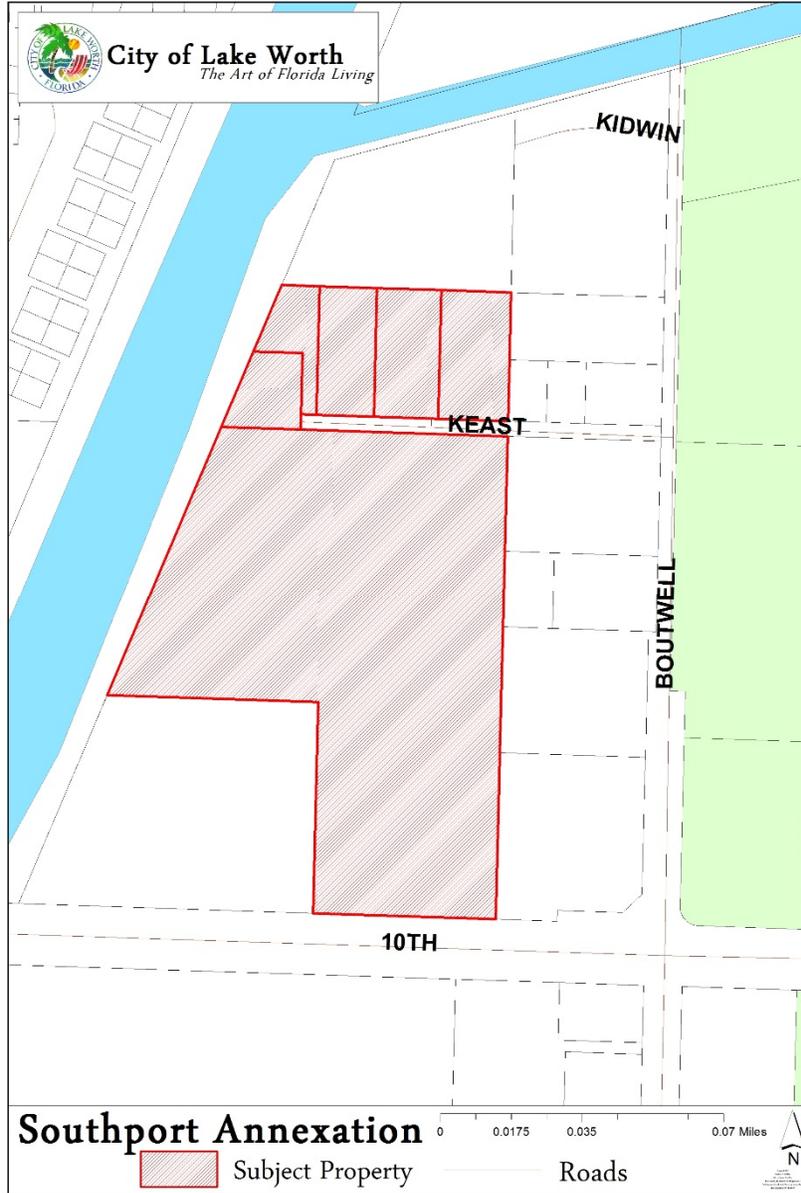
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-02200001: Request for voluntary annexation of a 6.54 +/- acre parcel of land (P.C.N. 00-43-44-20-01-026-0010; 00-43-44-20-01-004-0030; 00-43-44-20-01-004-0060; 00-43-44-20-01-004-0080; 00-43-44-20-01-004-0120; 00-43-44-20-01-004-0010; 00-43-44-20-01-004-0130) location, from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

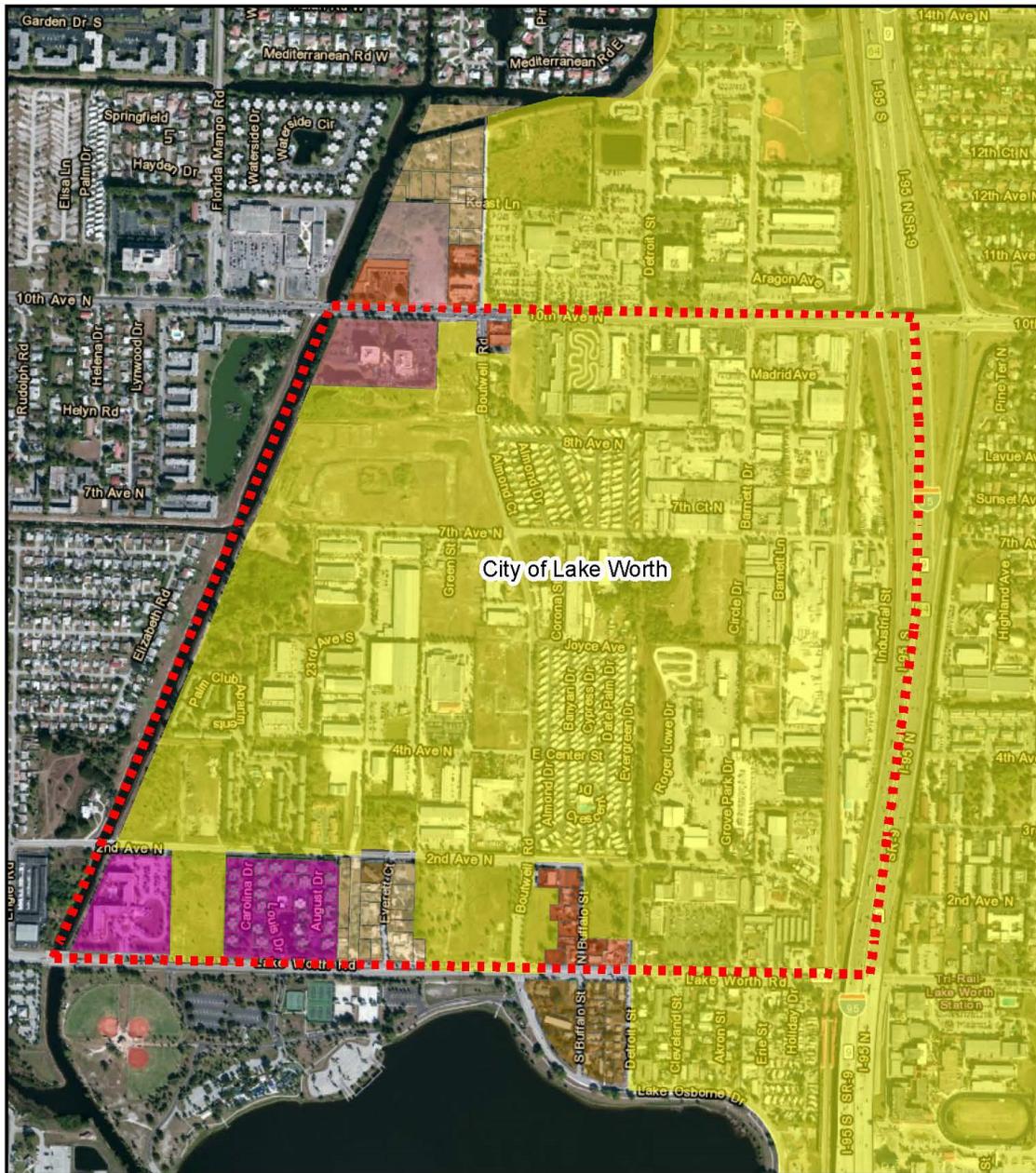
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-00300001 a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Commercial High Intensity and Commercial Low Intensity/8 dwelling units per acre (CH/8 and CL/8) to the City of Lake Worth land use designation of Mixed Use West (MU-W).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-01300002: Zoning Map Amendment from a Palm Beach County Zoning Designation of Residential High Intensity (RH) to a City Zoning Designation of Mixed Use – West (MU-W).

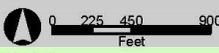
**Attachments**

**LOCATION MAP**





	Lake Worth Park of Commerce		Commercial Low, underlying HR-8
	LAKE WORTH		High Residential 8
			Commercial High Office, underlying HR-8
			Commercial High, underlying HR-8
			Industrial

**Lake Worth Park of Commerce Interlocal Service Boundary Agreement-ISBA-  
 Future Land Use**



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ORDINANCE NO. 2016-02 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY PROVIDING A SMALL SCALE AMENDMENT CHANGE TO THE FUTURE LAND USE MAP OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN EXHIBIT A FROM A COUNTY LAND USE DESIGNATION OF COMMERCIAL HIGH INTENSITY/8 DWELLING UNITS PER ACRE AND COMMERCIAL LOW INTENSITY/8 DWELLING UNITS PER ACRE (CH/8;CL/8) TO A CITY OF LAKE WORTH DESIGNATION OF MIXED USE WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of the property described below in Exhibit A (the "Property") has petitioned the City of Lake Worth (the "City") to voluntarily annex the Property into the City and, as part of such annexation for a change in future land use designation of the property, relating to proposed small scale development activities; and

WHEREAS, City staff has prepared and reviewed an amendment to the Future Land Use Map of the City's Comprehensive Plan to change the land use designation of the property described below from a County land use designation of Commercial High Intensity/8 dwelling units per acre and Commercial Low Intensity/8 dwelling units per acre to a City land use designation of Mixed Use West (MU-W); and

WHEREAS, on November 4, 2015, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

WHEREAS, the City Commission finds that the Future Land Use Map Amendment is consistent with Sections 163.3184 and 163.3187, Florida Statutes; and

WHEREAS, the City Commission acknowledges that this Future Land Use Map Amendment is subject to the provisions of Section 163.3184(9), and 163.3189, Florida Statutes, and that the City shall maintain compliance with all provisions thereof; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth.

50 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF  
51 THE CITY OF LAKE WORTH, FLORIDA, that:

52  
53 Section 1. The foregoing recitals are hereby affirmed and ratified.

54  
55 Section 2. The parcel of land more particularly described in Exhibit A is hereby  
56 designated Mixed Use West (MU-W) on the City's Future Land Use Map.

57  
58 Section 3. All ordinances or parts of ordinances in conflict herewith are hereby  
59 repealed.

60  
61 Section 4. If any provision of this Ordinance, or the application thereof to any  
62 person or circumstance is held invalid, the invalidity shall not affect other  
63 provisions or applications of the Ordinance which can be given effect without the  
64 invalid provision or application, and to this end the provisions of this Ordinance  
65 are declared severable,

66  
67 Section 5. The effective date of this small scale development plan amendment  
68 shall be thirty-one (31) days after adoption, unless the amendment is challenged  
69 pursuant to Section 163.3187(3), Florida Statutes. If challenged, the effective  
70 date of this amendment shall be the date a final order is issued by the state land  
71 planning agency, or the Administration Commission, finding the amendment in  
72 compliance with Section 163.3184, Florida Statutes. No development orders,  
73 development permits, or land uses dependent on this amendment may be issued  
74 or commence before it has become effective. If a final order of noncompliance is  
75 issued by the state land planning agency or Administration Commission, this  
76 amendment may nevertheless be made effective by adoption of a resolution  
77 affirming its effective status, a copy of which resolution shall be sent to the  
78 Department of Economic Opportunity, Bureau of Community Planning, Caldwell  
79 Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

80  
81 The passage of this Ordinance was moved by Commissioner Amoroso,  
82 seconded by Commissioner Maier, and upon being put to a vote, the vote was as  
83 follows:

84  
85  
86 Mayor Pam Triolo AYE  
87 Vice Mayor Scott Maxwell AYE  
88 Commissioner Andy Amoroso AYE  
89 Commissioner Christopher McVoy NAY  
90 Commissioner Ryan Maier AYE

91  
92 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first  
93 reading on the 8<sup>th</sup> of December, 2015.

94



**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point on the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

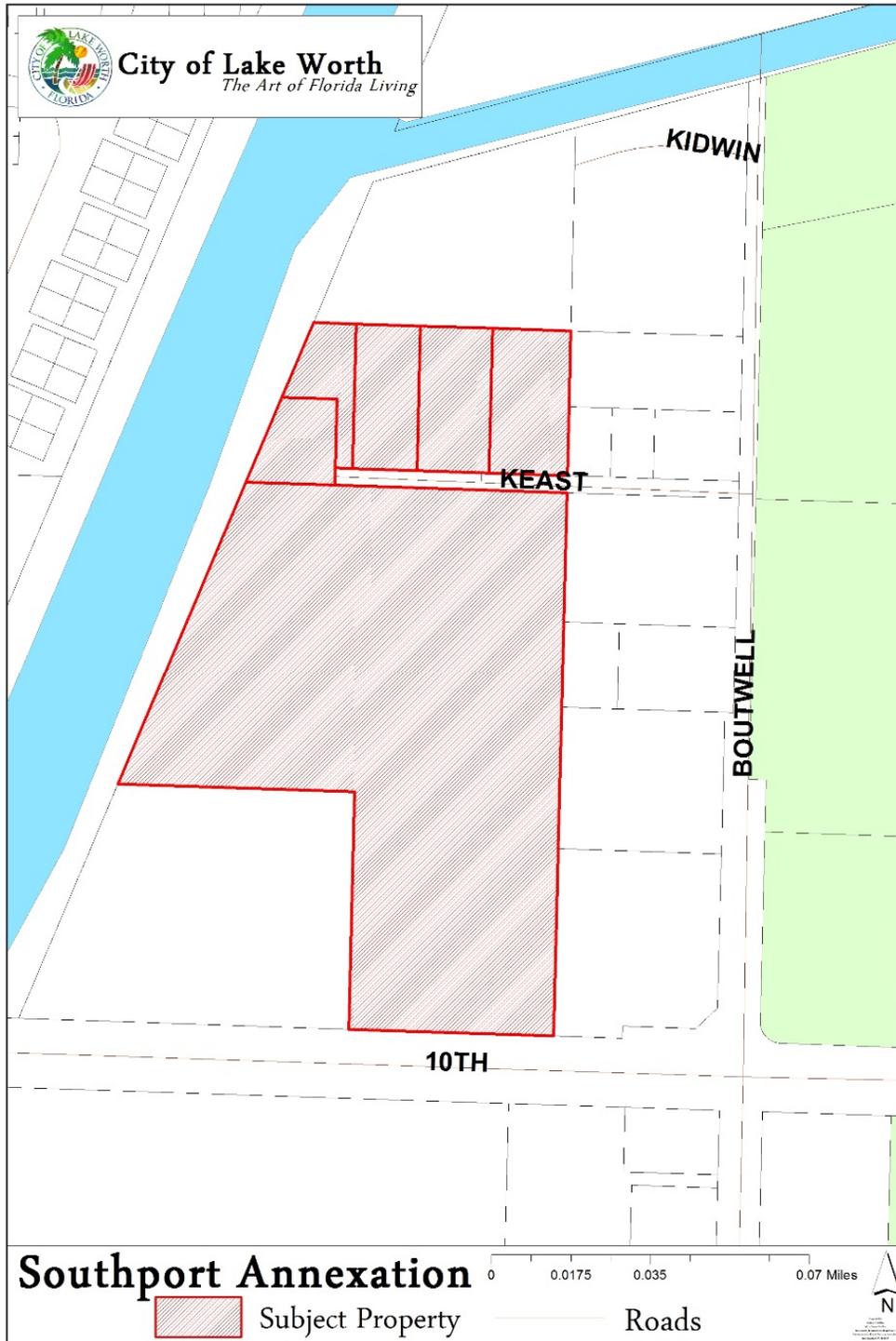
**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

This is not a certified copy

124  
125

**LOCATION MAP**



126





**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-03 - Second Reading - rezone property

**SUMMARY:**

The Ordinance will rezone approximately 6.54 acres from County Multi Family Residential High Intensity (RH) to City of Lake Worth Mixed Use –West (MU-W) Zoning district as a result of a voluntary annexation.

**BACKGROUND AND JUSTIFICATION:**

**This is a companion item to Ordinance Nos. 2016-01 and 2016-02 approving the Voluntary Annexation and Small Scale Future Land Use Map Amendment.**

The Applicant (property owner) proposes to voluntarily annex an approximately 6.54 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The parcel located in Palm Beach County fronts on 10<sup>th</sup> Avenue North and lies along the western border of the City's Mixed Use - West (MU-W) zoning district. Currently, the site has a Palm Beach County zoning designation of Multi Family Residential High Intensity (RH). It has a Palm Beach County Land use designation of Commercial High Intensity/ 8 dwelling units per acre.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10<sup>th</sup> Avenue North located within the City. The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

The City forwarded the Annexation, FLUM and rezoning documents to Palm Beach County to allow opportunity for comment. No comments or objections have been received.

At its meeting of November 4, 2015, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 15-01300002, which covers changing the zoning from Palm Beach County zoning classification of Multi Family Residential High Intensity (RH) to a City zoning classification of Mixed-Use – West (MU-W).

At its meeting of December 8, 2015, the City Commission voted 4-1 to approve the Ordinance on first reading and to schedule the public hearing.

**MOTION:**

I move to approve/disapprove Ordinance No. 2016-03 on second reading.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
P&Z November 4, 2015 draft minutes  
Universal Development Application  
Ordinance  
P&Z Staff Report including location map



**CITY OF LAKE WORTH**  
1900 2<sup>nd</sup> Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

**Minutes  
Regular Meeting  
City of Lake Worth  
Planning & Zoning Board  
City Hall Commission Room  
7 North Dixie Hwy; Lake Worth, FL**

**WEDNESDAY, NOVEMBER 04, 2015 6:00 PM**

1. Roll Call and Recording of Absences: Greg Rice, Board Chair, called the meeting to order at 6:15 pm. Aimee Sunny, called the roll. Those present were: Mr. Rice; Dean Sherwin, Vice-Chair; Mark Humm; Elise LaTorre; and Dustin Zacks. Also present were Carolyn Ansay, Legal Counsel; Maxime Ducoste, Planning & Preservation Manager; Curt Thompson, Community Planner; and William Waters, Director for Community Sustainability.

**Special Note:** Maxime Ducoste noted that relocation of meeting was necessary due to plumbing issues at City Hall. In an attempt to notify the public, the City posted notice at all entrances of City Hall, posted on the City's website, and Tweeted to note the change of location. Contacted all applicants and Board members to note the change of location. The meeting is starting at 6:15pm in order to give the public time to move locations. Carolyn Ansay notes that the City has taken all of the steps possible to note the change of location due to the issues at City Hall.

2. **Pledge of Allegiance**

**No flag was available in the room, therefore, the pledge was skipped.**

3. Additions/Deletions/Reordering and Approval of the Agenda

**Action:** Motion made by Mark Humm with a Second by Elise LaTorre to approve the agenda.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

4. Approval of Minutes:

A. Meeting Minutes will be recorded at the December 2015 meeting.

5. Cases:

A. Swearing in of Staff and Applicants:

- Ms. Sunny administered the swearing in of applicants.

B. Proof of Publication:

**Action:** Motion made by Mark Humm with a Second by Dustin Zacks to receive and file the Proof of Publication.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

C. Withdrawals/Postponements: None.

D. Consent:

1. Consideration to recommend city-owned parcel at 128 South E Street (PCN 38-43-44-21-15-059-0030) be deemed suitable for affordable housing.

**Action:** Motion made by Dean Sherwin with a Second by Mark Humm to recommend to the City Commission that the city-owned parcel be used for affordable housing.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

E. Public Hearings:

1. Board Disclosure

Mr. Humm and Mr. Rice read a letter that was sent to all Board members.

2. Cases:

- a. PZB 15-02200001; 15-00300001 and 15-01300002 Request for Annexation to allow for the annexing of a +/- 6.54 acre site into the City of Lake Worth; a Small Scale Land Use Change from Commercial High Intensity/8 dwelling units per acre (CH/8) and Commercial Low Intensity/8 dwelling units per acre (CL/8) to a City of Lake Worth Land Use designation of Mixed Use West (MU-W) and a rezoning from a Palm Beach County zoning designation of High Density Residential (RH) to a City of Lake Worth zoning designation of Mixed Use West (MU-W).

- Staff Comments, Mr. Thompson (06:25pm)

Stated that this is a three part request, as outlined in the Staff report. The site is located just west of 10<sup>th</sup> Avenue North and Boutwell Road. Discussed the Interlocal Service Boundary Agreement between the City and Palm Beach County. This agreement is to help facilitate annexation of certain outlying parcels into the City. Staff is recommending approval of the request for annexation, future land use map amendment, and zoning map amendment.

- Presentation from Applicant's Agent, Mark Rickerts, Kimley Horn, notes that the request tonight is not a site plan or a development, only the annexation, future land use map amendment, and zoning map amendment. The client is considering a residential project in the future.

- Mr. Thompson commented that the City has had 3 other similar cases in which an annexation has occurred without a development application.

- Mr. Waters and Mr. Romano were sworn in at 6:37pm.

- Public Comments: Mr. Rodney Romano stated that his request is for the Planning Board to reject the proposal tonight. He would like to see the entire enclave annexed at one time, rather than just this requested portion. Mr. Romano quotes Florida Statute 171, Section 046, regarding annexation, and notes that the Statute prohibits the annexation of an enclave.
- Mark Rickards, on behalf of Kimley Horn, notes that he believes the criteria for voluntary annexation is straightforward and that his client has met the requirements.
- Mr. Waters states that they City has worked with the County for 3 years to craft the ISBA program, which was effective in October. The ISBA does allow for enclaves to be created, but rather to bring in parcels as they volunteer, rather than the entire enclave. The County has already vacated Boutwell Road to the City, and therefore there is no way to access the County parcels but to use a City Right-of-way, which actually created an enclave.
- Ms. LaTorre asked Mr. Romano where his property is located, and what specifically his concerns are regarding the project. Mr. Romano stated that he feels the project as proposed will create an enclave, and that this will be in violation of Florida State Statute. He is also concerned with the MF-30 zoning, which could allow up to 30 units per acre, next to the single-family property that he currently owns.
- Mr. Rickards indicates that his client hopes to move forward with a site plan in approximately 3 months.
- Mr. Waters states that the City assessed the cost differences between being a part of the County versus a part of the City. Also, responds to Mr. Romano's comment regarding the number of units that are allowed on the property. In Lake Worth, the Code has a maximum FAR, height, lot coverage, impermeable surface, and setbacks, and all of these will need to be met for any future development.
- Ms. LaTorre asked Mr. Waters and Ms. Ansary if there is any way to allow the annexation but approve a zoning that respects the single-family homes located nearby. Mr. Waters answered that the Code is very predictable and therefore the applicant is aware of the development potential with the site and the MF-30 zoning is appropriate based on the City's Comprehensive Plan.

(7:12 PM)

**Action:** Motion made by Mr. Zacks with a Second by Dean Sherwin to recommend annexation to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Future Land Use Map Amendment to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to recommend the Zoning Map Amendment to the City Commission.

**Vote:** Ayes: Mr. Rice; Mr. Humm; and Mr. Zacks.

Nays: Mr. Sherwin; Ms. LaTorre;

Motion carried three (3) to two (2).

- b. PZB 15-00500007; 15-00500010; 15-01500007 AND 15-01100002: Consideration of a Major Site Plan, Conditional Land Use, Major Subdivision and Sign Variance to allow for a proposed development on an 18.831 (+/-) acre site. The subject property is located at the northwest corner of Boutwell Road and 7th Avenue North within the Industrial Park of Commerce (IPOC).
- Staff comments, Curt Thompson:  
Stated the number of buildings and the approximate size located on the existing property, and that the buildings are located in an East-West configuration. Discusses the location of the parking, loading docks, and entrances into the site. The site is 18.88 acres, which is quite large, and could accommodate as many as 30 different tenants. The applicant is requesting to alter 27 subdivision lots to 1 commercial lot. The applicant is requesting a Conditional Land Use to cover many different types of uses for the tenants. The applicant is proposing to clean up the peat and muck to clean up the site and protect the wetlands, under the community benefits sustainable bonus program. With the bonus, the applicant is requesting a height of 36 feet, instead of the 30 feet allowed per the Code. The applicant is also requesting a sign variance from the 150 square foot sign limitation to allow 1,332 square feet of signage in order to accommodate the large site and the multiple tenants. Staff is recommending approval of the four requests.
  - Maxime Ducoste stated that the total values of the required and proposed improvements and benefits for the property.
  - Board Member Comments: Mr. Zacks requested additional information regarding the proposed signage, and whether or not the 1332 square feet could all be applied on one façade.
  - Mr. Waters stated that this project is conditional upon the Applicant dedicating the Boutwell Road right-of-way to the City, which will need to be approved by the City Commission at the December meeting. (07:28pm)
  - Bradley Miller, Miller Land Planning comments: Representing Panattoni Development, states that this is the largest project ever to happen in Lake Worth at 252,000 square feet of industrial/commercial space. Jeff Konieczny, from Nashville, TN, on behalf of Panattoni Development. They have 17 North American offices, and they have mostly focused on retail, industrial, and office developments. The Boutwell Road project is speculative, they do not currently have any build-to-suit tenants. This project is a joint venture with the California Teacher's Pension Fund. Curtis Dubberly, with Miller Land Planning, presents the site location at the northwest corner of Boutwell Road and 7<sup>th</sup> Avenue North, and the site calculations. The Applicant is proposing a list of Conditional Land Uses that could accommodate a wide variety of tenants for the Boutwell Business Center. Mr. Dubberly stated that the Applicant has reviewed the list of proposed conditions, and they are in agreement with Staff.
  - Mr. Sherwin would like to see the color scheme adjusted to something more in keeping with South Florida and Lake Worth.
  - No Public Comments.

(07:45 pm)

**Action:** Motion made by Ms. LaTorre with a Second by Mr. Humm to approve the Conditional Land Use, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Sherwin with a Second by Ms. LaTorre to approve the Major Site Plan, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Humm with a Second by Ms. LaTorre to approve the requested Variance, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

**Action:** Motion made by Mr. Zacks with a Second by Mr. Humm to approve the Major Subdivision, with the conditions as recommended.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

F. Unfinished Business:

1. PZB 15-01500003: Consideration of Variances from Section 23.5-1, Signs, to allow additional signage for an importer and wholesaler of granite, marble, porcelain tile and slab surface business facility with accessory outdoor storage for property located at 1800 4th Avenue North, Unit A (425 Industrial Street). (07:50 pm)
  - Staff comments, Curt Thompson:  
The applicant is requesting a variance from the allowed amount of signage for the property. The Staff is recommending denial of the application. This applicant is requesting 1,242 square feet of signage on approximately 5 acres of the site.
  - Michael Coiro, Owner of ArcStone trading, presented that he moved into the property in 2014, and that the area has always had stone companies and that he had no idea that there was a limitation on the signage for the area or that the use would require a Conditional Land Use. States that he needs every advantage to get people into his business, and that adequate signage is necessary for his business to succeed. Steve Graham, with the Wantman Group, and stated that Larry Zabik was previously involved in this case but was unable to attend. Mr. Graham is requesting a continuance of the case in order to allow for Mr. Zabik to be present at the hearing.
  - Mr. Ducoste stated that the request would allow for one tenant to occupy a large portion of the signage allowance for the entire site. Additionally, the signs are unpermitted, and were not discussed with Staff before they were constructed. Based on the conditions of the variance, Staff does not believe that there is a hardship to warrant approval of the variance.

- Board Member Comments: Mr. Rice stated that previously the Board had declared that an additional continuance would not be granted at the last meeting.

**Action:** Motion made by Ms. LaTorre with a Second by Mr. Sherwin to deny the request for a continuance.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Ms. LaTorre; and Mr. Zacks.

Nays: None

Motion carried five (5) to zero (0).

- The large freestanding sign is not part of the request, according to the Staff, as that sign was constructed without a permit and is not allowed by the Lake Worth code.
- Mr. Brian stated that the applicant has provided information as requested by the Staff, and that there is a hardship for the applicant.
- Mr. Thompson stated that the amount of signage requested by the Applicant is actually greater than the total signage allowance for the entire building, even though this tenant only occupies half of the building. (08:30pm)
- Board Member Comments: General discussion regarding the size, design, and type of the signs that exist currently, and what would be allowed by the Code. Discussion over whether or not the signage allowance applies to the entire building, or just the Applicant.

**Action:** Motion made by Mr. Sherwin, Move to approve 15-01500003 request for a variance from 23.5-1 regarding the total combined sign area. Permitted sign area for each building will be limited to one square foot of signage per one linear foot of building located adjacent to a public right of way. Motion did not receive a second.

- Additional discussion ensued regarding ownership of the property and the request for the variance. A variance, once granted, runs with the parcel, not a specific tenant. As such, the owner of the property should be involved with the outcome and the specifics of a variance. Ms. Ansay noted the ownership, and the legality of the Application that was submitted, and listed the decision options for the Board.

**Action:** Motion made by Mr. Sherwin with a Second by Mr. Humm to continue the case to the January 6, 2016, regular meeting, with the condition that all prohibited signs must be removed before the hearing.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; and Ms. LaTorre.

Nays: Mr. Zacks

Motion carried four (4) to one (1). (09:14pm)

#### G. New Business:

6. Planning Issues:
7. Public Comments (3 minute limit):
8. Departmental Reports:
9. Board Member Comments:
10. Adjournment:

Agenda Date: November 4, 2015 "Regular Meeting"

**Action:** Motion to adjourn made by Mr. Sherwin with a Second by Ms. LaTorre.

**Vote:** Ayes: Mr. Rice; Mr. Sherwin; Mr. Humm; Mr. Zacks; and Ms. LaTorre.

Nays: None.

Motion carried five (5) to zero (0). (09:16pm)

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: ALL CITY BOARDS ARE AUTHORIZED TO CONVERT ANY PUBLICLY NOTICED MEETING INTO A WORKSHOP SESSION WHEN A QUORUM IS NOT REACHED. THE DECISION TO CONVERT THE MEETING INTO A WORKSHOP SESSION SHALL BE DETERMINED BY THE CHAIR OR THE CHAIR'S DESIGNEE, WHO IS PRESENT AT THE MEETING. NO OFFICIAL ACTION SHALL BE TAKEN AT THE WORKSHOP SESSION, AND THE MEMBERS PRESENT SHOULD LIMIT THEIR DISCUSSION TO THE ITEMS ON THE AGENDA FOR THE PUBLICLY NOTICED MEETING. (Sec. 2-12 Lake Worth Code of Ordinances)

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.

All project-related back-up materials, including full plan sets, are available for review by the public in the Planning, Zoning and Historic Preservation Division located at 1900 2nd Avenue North.



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**UNIVERSAL DEVELOPMENT APPLICATION**

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor       Site Plan – Major       Planned Development       Variance
- Subdivision/Plat       Conditional Use       Administrative Use       Mural
- Alcoholic Beverage Distance Proximity Waiver       Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver       Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program       Certificate of Appropriateness       Sign Variance
- Rezoning (Zoning Map Amendment)       Zoning Text Amendment       Annexation

Other: Annexation

Project Name: Southport Annexation

Project Location: 200' west of the intersection of 10th Ave N and Boutwell Road

Legal Description: Please see the attached.      Date Platted: 11/10/1914

PCN: 38-43-44- please see attached; Existing Zoning: RH (PBC)      Proposed Zoning: MU-W (Lake Worth)

Existing FLU: CH/8; CL/8 (PBC)      Proposed FLU: MU-W (Lake Worth)

Proposed Use:  Residential; Density 30 DU/AC;  Commercial \_\_\_\_\_ SF;  Industrial \_\_\_\_\_ SF

Total Estimated Cost of the Project: 10,000,000

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID	<input type="checkbox"/> DUE

**Parcel Control Numbers:**

00-43-44-20-01-026-0010

00-43-44-20-01-004-0130

00-43-44-20-01-004-0030

00-43-44-20-01-004-0060

00-43-44-20-01-004-0080

00-43-44-20-01-004-0120

00-43-44-20-01-004-0010

**Project Location Map:**



Project Manager/Contact Person: Mark Rickards, AICP

Company: Kimley-Horn

Address: 1690 S Congress Ave Suite 100 Delray Beach, Florida, 33445  
(Street Address) (City) (State) (Zip)

Phone No.: 561-404-7244 E-Mail Address: mark.rickards@kimley-horn.com

Applicant Name (if different from Project Manager): Scott Seckinger

Company: SP West Palm L.P.

Address: 2430 Estancia Blvd., Suite 101, Clearwater, Florida 33761  
(Street Address) (City) (State) (Zip)

Phone No.: 727-669-3660 E-Mail Address: sseckinger@sphome.com

Owner Name: \_\_\_\_\_

Company: Lake Worth Investment Group LLC

Address: 4005 Nw 114th Ave STE 5 Miami, FL 33178-4372  
(Street Address) (City) (State) (Zip)

Phone No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**OWNER'S CONSENT**

LAKE WORTH INVESTMENT GROUP LLC ("Owner") certifies that it is the owner of the property located at 00-43-44-20-01-027-0010; 00-43-44-20-01-004-0030; 0060; 0080; 0120; 0010 ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes Mark Rickards, AICP, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: [Signature] Date: 8/19/15  
Name/Title of Signatory: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August, 2015, by Daniel Dalsa who is personally known to me or who produced a \_\_\_\_\_ identification. He/she did not take an oath.



[Signature]  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary)

**PROJECT DATA**

**DESCRIPTION OF WORK:**

Provide a **detailed** description of work to be done as a result of this application (attach additional sheets if necessary).

Annexation of above listed PCNs into the City of Lake Worth.

Please see attached Property Record Details.

**PRIOR APPROVALS:**

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

No previous Approvals

**ADJACENT PROPERTY INFORMATION:**

Complete the following table for all surrounding properties. Information located at [www.lakeworth.org/business/planning-zoning/](http://www.lakeworth.org/business/planning-zoning/).

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	CL/8 (PBC)	RS (PBC)	Single Family Residential
South	CH-0/8 (PBC)	CS(PBC), MU-W (Lake Worth)	Office Buildings, Vacant
East	CH/8 (PBC)	CG (PBC), RH (PBC)	Gas Station, Rubin Funeral Home,
West	CH/8 (PBC)	UC (PBC)	Shopping Center

Sunrise Detox

**DEVELOPMENT STANDARDS:**

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at [www.municode.com](http://www.municode.com).

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front ( _____ )	
	Rear ( _____ )	
	Side ( _____ )	
	Side ( _____ )	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

**AFFIDAVIT OF COMPLETENESS AND ACCURACY**

**INSTRUCTIONS:** To be completed by the individual submitting the application (owner or authorized agent).

Project Name: \_\_\_\_\_ Submittal Date: \_\_\_\_\_

**STATEMENT OF COMPLETENESS AND ACCURACY:**

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the  property owner  authorized agent.

\_\_\_\_\_  
(Name - type, stamp or print clearly)

[Signature]  
(Signature)

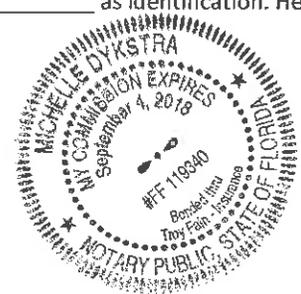
\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address, City, State, Zip)

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015, 2015 by Phuong Devesa who is personally known to me or who produced a photo as identification. He/she did not take an oath.

(NOTARY SEAL)



\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary)

**SIGN POSTING AGREEMENT**

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Property Location: \_\_\_\_\_

I, \_\_\_\_\_, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. \_\_\_\_\_.

Signature: *[Handwritten Signature]* Date: \_\_\_\_\_

Name/Title of Signatory: \_\_\_\_\_

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August 2015 by Daniel Devesa who is personally known to me or who produced a photo id as identification. He/she did not take an oath.

(NOTARY SEAL)



*[Handwritten Signature]*

(Signature of Notary Public)

(Name of Notary)

## Exhibit "A"

### LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

**PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

*This is not a certified copy*



**DEPARTMENT for COMMUNITY SUSTAINABILITY**  
**Planning, Zoning and Historic Preservation Division**  
1900 2<sup>nd</sup> Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: October 26, 2015

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager  
Curt Thompson, Community Planner

SUBJECT: **PZB Project Numbers 15-02200001; 15-00300001 and 15-01300002**, Consideration of:

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land +/- 6.54 acres in area generally located approximately 200 feet west of the northwest portion of the intersection of 10<sup>th</sup> Avenue North and Boutwell Road;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Commercial High Intensity/8 dwelling units per acre and Commercial Low Intensity/8 dwelling units per acre to a City of Lake Worth Future Land Use designation of Mixed Use West (MU-W);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Mixed Use – West (MU – W) Zoning District.

P&ZB Meeting Date: November 4, 2015

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**BACKGROUND/ PROPOSAL:**

The applicant is requesting to voluntarily annex a 6.54 +/- acre parcel of land, located about 200 feet west of the northwest portion of the intersection of 10<sup>th</sup> Avenue North and Boutwell Road into the City of Lake Worth. This site is located within the Inter-local Service Boundary Agreement (ISBA) geographical area (please see attachments).

The City of Lake Worth initiated a process to adopt an Inter-local Service Boundary Agreement (ISBA) with Palm Beach County. Chapter 171, Part II, Florida Statutes (F.S.) established the ISBA process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes. In general, the Inter-local Service Boundary Agreement (ISBA) and the annexation of parcels included in the area will have minimal impact on the different City departments. This is due to the following reasons: a) Most of the subject area is already served by the City (Water, Electric Utility, Fire Rescue); and b) Existing resources will be sufficient to provide service to the new area; or, additional resources will be minimal (Public Services, Community Sustainability, Sewer, Leisure Services).

**ANALYSIS:**

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.
- Policy 1.2.2.5: Locational Strategy for the Mixed Use West Category – The Mixed Use West land use category is intended for mapping in areas from the westernmost city limits eastward to I-95 and adjacent to the proposed Park of Commerce, where the existing land use pattern is characterized by a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new retail, office, commercial and high-density multifamily development.

The proposed Future Land Use designation of Mixed Use West (MU-W) is appropriate for the site and is consistent with adjacent properties along 10<sup>th</sup> Avenue North located within the City.

The proposed zoning designation of Mixed Use - West (MU-W) is appropriate for the site and is consistent with surrounding properties which front 10th Avenue North within the City. The MU-W District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments.

### Section 23.2-36: Rezoning of Land and Future Land Use Map (FLUM) amendments:

An amendment to the official zoning map processed with the FLUM amendment shall be reviewed based on the following factors:

- a. Consistency. Whether the proposed FLUM amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

**Staff Response:** While no formal site plan has been submitted as part of the annexation, the surrounding area within the City Limits has a designation of Mixed Use West, and the proposed land use amendment would be consistent with the area and parcels in proximity to the site.

- b. Land Use Pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

**Staff Response:** The proposed Future Land Use Map amendment would not be contrary to the established land use pattern, and will surround an area that would be a good candidate for annexation into the City Limits. No special land use or zoning designation has been requested, and the approval of the annexation with FLUM amendment would not grant any special privilege or create an isolated land use classification. The larger area has been the subject of a long term concerted effort between the County and City as a joint planning area, and is consistent with the approved Inter-local Service Boundary Agreement (ISBA).

- c. Sustainability. Whether the proposed FLUM amendment would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

**Staff Response:** While no formal site plan has been submitted as part of this voluntary annexation request, the governing land development regulations, including the sustainable bonus program will encourage smart growth and sustainable initiatives within the site as development takes shape.

- d. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

**Staff Response:** The applicant recognizes that in order to receive approval of a site plan, the proposed site will need to demonstrate compliance with Section 23.5-2.

- e. Compatibility. The application shall consider the following compatibility factor: Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

**Staff Response:** The proposed FLUM is compatibility with the future uses of the surrounding properties, and will not negatively affect the property values of the adjacent properties.

- f. Economic Development Impact Determination for Conventional Zoning Districts. For FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's Economic Development Program, and also determine whether the proposal would: 1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and 2) Represent a potential decrease in the number of uses with high probable economic development benefits.

**Staff Response:** The proposed land use and zoning designations represent an increase in residential density, while allowing for other mix of uses when compared to the existing Palm Beach County land use (8 units per acre maximum) and zoning designation (Residential only, no commercial development permitted).

- g. Commercial and Industrial Land Supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

**Staff Response:** The proposed FLUM amendment does not reduce the amount of land available for commercial development, and industrial use is not permitted for the properties under the current County designations.

**CONSEQUENT ACTION:**

The Planning and Zoning Board's recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City's Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Mixed Use West (MU-W);
- Approval of the Zoning Map Amendment to assign an initial zoning of Mixed Use – West (MU - W) District.

**POTENTIAL MOTIONS:**

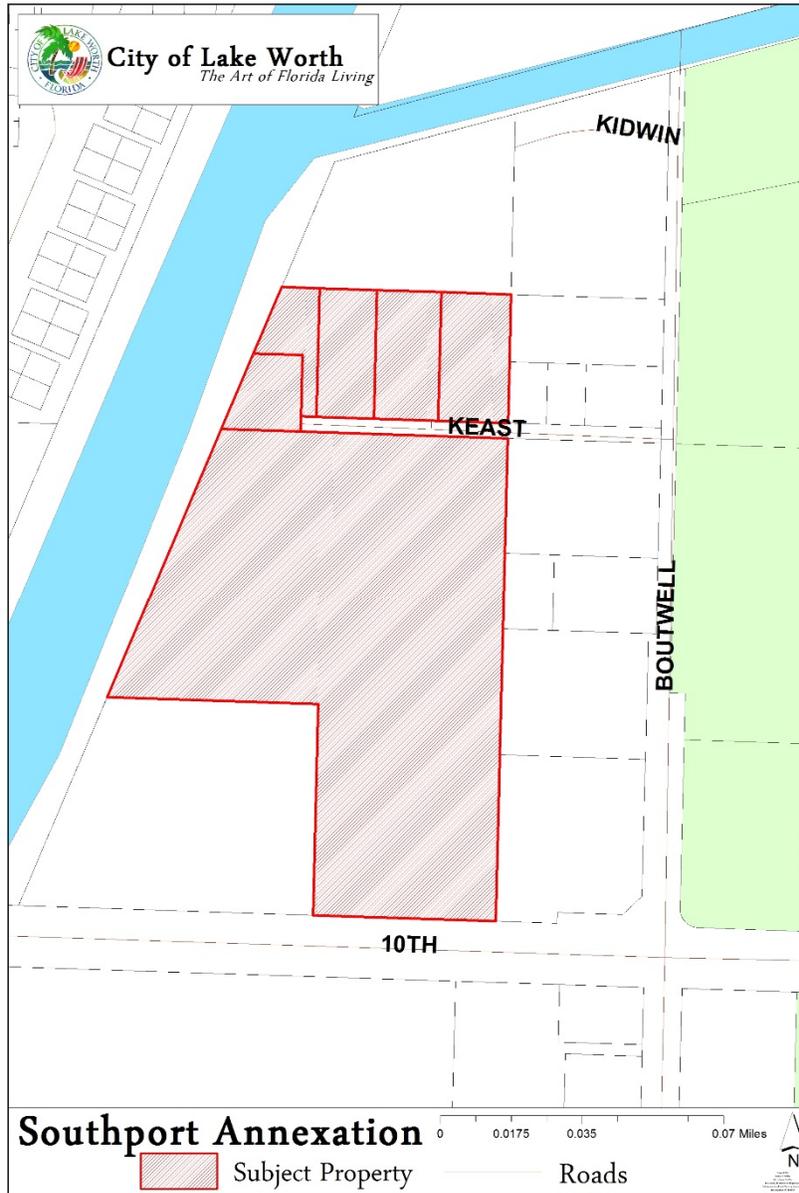
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-02200001: Request for voluntary annexation of a 6.54 +/- acre parcel of land (P.C.N. 00-43-44-20-01-026-0010; 00-43-44-20-01-004-0030; 00-43-44-20-01-004-0060; 00-43-44-20-01-004-0080; 00-43-44-20-01-004-0120; 00-43-44-20-01-004-0010; 00-43-44-20-01-004-0130) location, from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

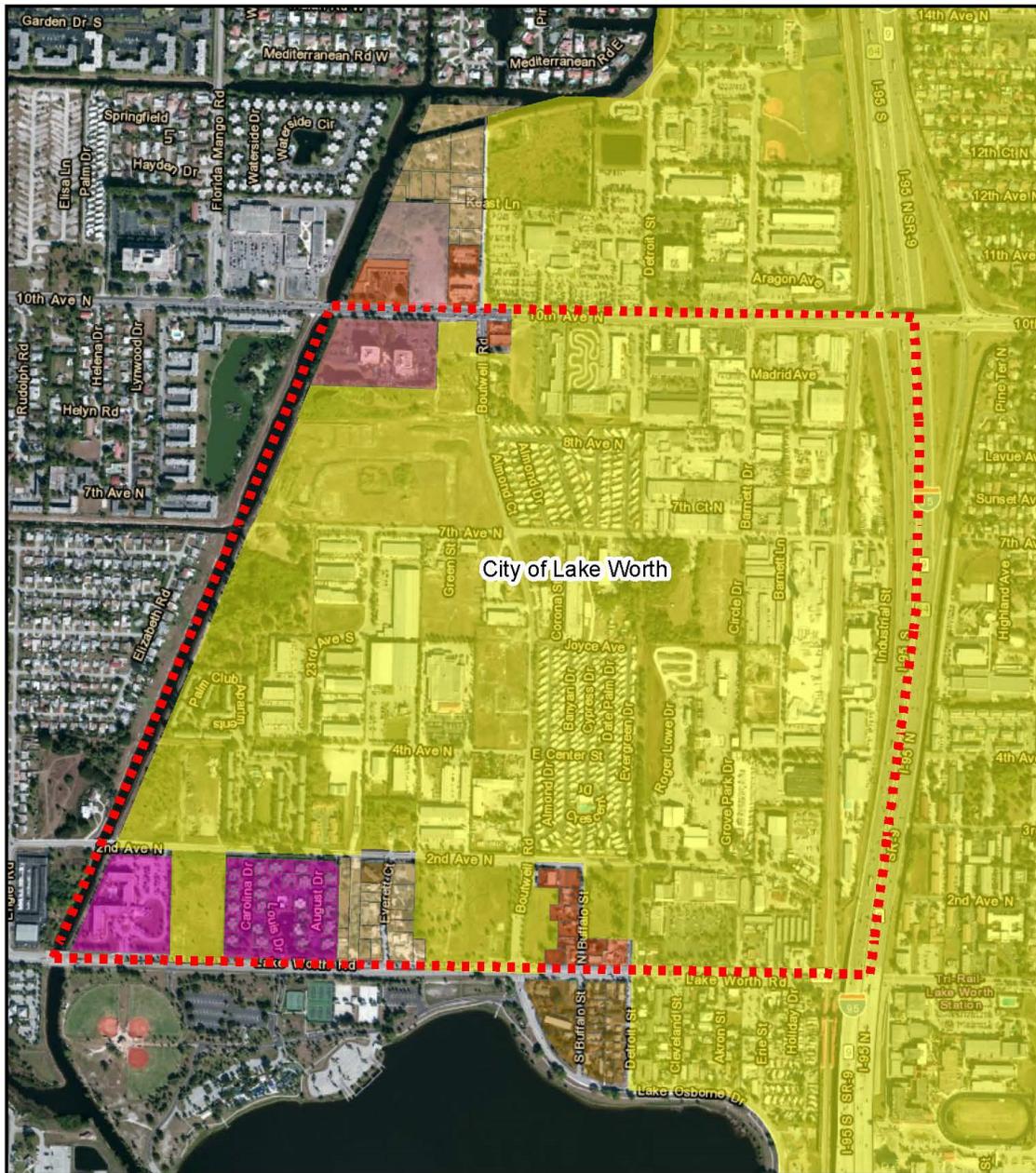
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-00300001 a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Commercial High Intensity and Commercial Low Intensity/8 dwelling units per acre (CH/8 and CL/8) to the City of Lake Worth land use designation of Mixed Use West (MU-W).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB Case No. 15-01300002: Zoning Map Amendment from a Palm Beach County Zoning Designation of Residential High Intensity (RH) to a City Zoning Designation of Mixed Use – West (MU-W).

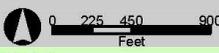
**Attachments**

**LOCATION MAP**





	Lake Worth Park of Commerce		Commercial Low, underlying HR-8
	LAKE WORTH		High Residential 8
			High Residential 12
			High Residential 18
			Commercial High, underlying HR-8
			Commercial High Office, underlying HR-8
			Industrial

**Lake Worth Park of Commerce Interlocal Service Boundary Agreement-ISBA-  
 Future Land Use**



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ORDINANCE NO. 2016-03 OF THE CITY OF LAKE WORTH, FLORIDA; CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A FROM COUNTY ZONING RESIDENTIAL HIGH INTENSITY (RH) TO CITY OF LAKE WORTH ZONING MIXED USE – WEST (MU-W); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of the property described below in Exhibit A (the "Property") has petitioned the City of Lake Worth (the "City") to voluntarily annex the Property into the City and, as part of such annexation, for a change in the Property's zoning from the County's zoning category of Residential High Intensity to the City's zoning of Mixed Use – West (MU - W); and

WHEREAS, City staff has reviewed the request to rezone the Property from a County zoning designation of Residential High Intensity to a City zoning designation of Mixed Use – West; and

WHEREAS, on November 4, 2015, the City Planning and Zoning Board recommended approval of such zoning change to the Property; and

WHEREAS, the City Commission finds that the zoning of Mixed Use – West is consistent with the land use designation of Mixed Use - West (MU - W); and

WHEREAS, the City has duly noticed this Ordinance as required in Section 166.041, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The parcel of land more particularly described in Exhibit A is hereby designated as Mixed Use – West zoning within the City of Lake Worth.

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

Section 4. If any provision of this Ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the

49 invalid provision or application, and to this end the provisions of this Ordinance  
50 are declared severable,

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52 Section 5. This Ordinance shall become effective thirty-one (31) days after  
53 adoption.

54

55 The passage of this Ordinance on first reading was moved by  
56 Commissioner Amoroso, seconded by Commissioner Maier, and upon being put  
57 to a vote, the vote was as follows:

58

59	Mayor Pam Triolo	AYE
60	Vice Mayor Scott Maxwell	AYE
61	Commissioner Christopher McVoy	NAY
62	Commissioner Andy Amoroso	AYE
63	Commissioner Ryan Maier	AYE

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65

66 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first  
67 reading on the 8<sup>th</sup> of December, 2015.

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69 The passage of this Ordinance on second reading was moved by  
70 Commissioner \_\_\_\_\_, seconded by Commissioner  
71 \_\_\_\_\_, as amended and upon being put to a vote, the vote was  
72 as follows:

73

74	Mayor Pam Triolo
75	Vice Mayor Scott Maxwell
76	Commissioner Christopher McVoy
77	Commissioner Andy Amoroso
78	Commissioner Ryan Maier

79

80 Mayor Pam Triolo thereupon declared this Ordinance duly passed and  
81 enacted on the 5<sup>th</sup> day of January, 2016.

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LAKE WORTH CITY COMMISSION

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By: \_\_\_\_\_  
Pam Triolo, Mayor

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ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

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Exhibit "A"

LEGAL DESCRIPTION

**PARCEL NO. 1:** (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 320 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 323.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

**PARCEL NO. 2:** (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal); thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

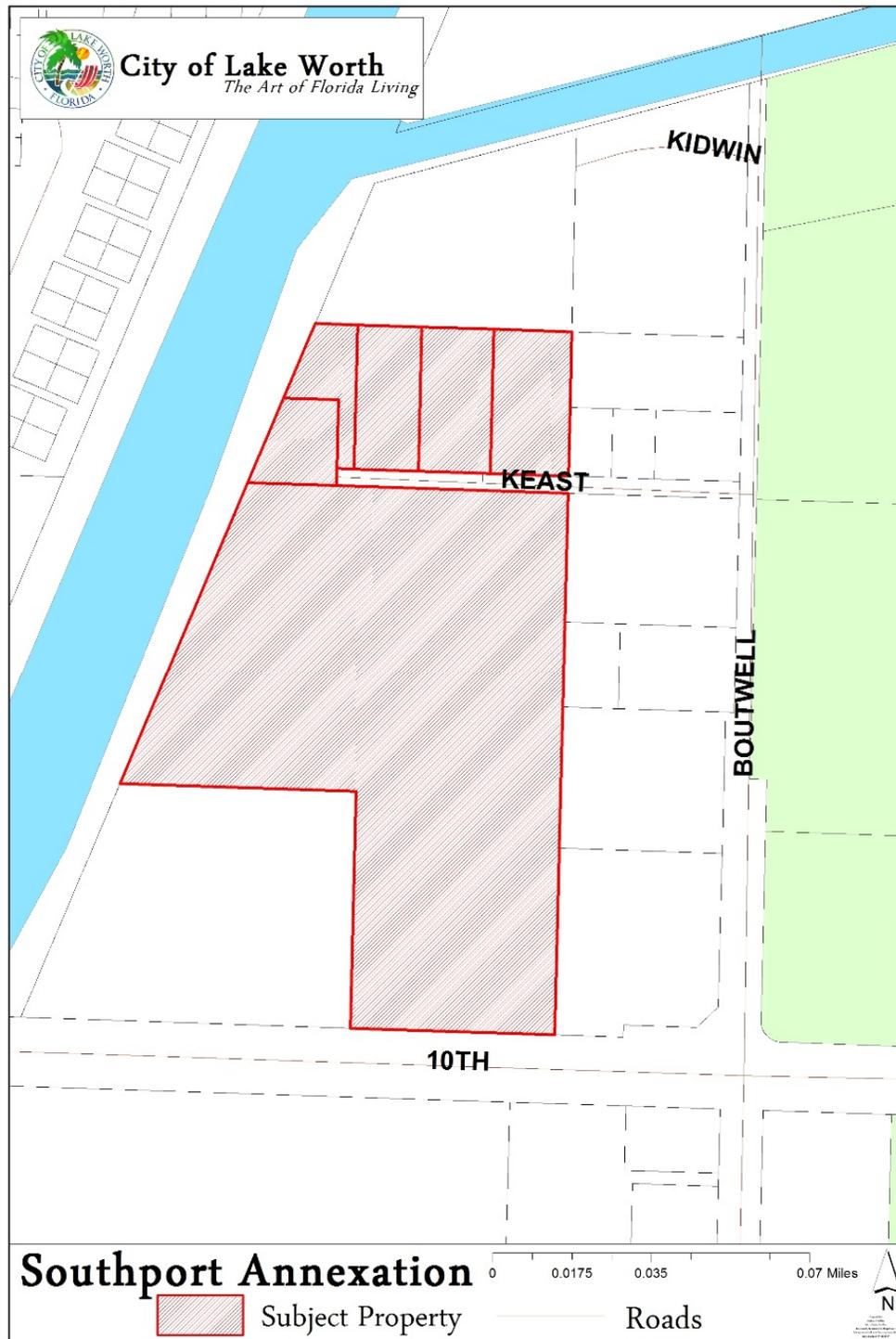
**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

*This is not a certified copy*



102  
103

**LOCATION MAP**



104



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

---

**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-04 - Second Reading and Quasi-Judicial Public Hearing- rezone a portion of the Gulfstream Hotel

**SUMMARY:**

The Ordinance will rezone approximately 0.93 acres of the 1.82 acre site associated with the Gulfstream Hotel, situated on the east side of South Lakeside Drive and north of 1<sup>st</sup> Avenue South in the South Palm Park Historic District, from a zoning designation of Medium-Density Multi-Residential (MF-30) to Downtown (DT).

**BACKGROUND AND JUSTIFICATION:**

The Applicant (property owner) is preparing applications to renovate and redevelop the historic Gulfstream Hotel properties. The Applicant proposes to rezone seven (7) parcels for the proposed project, serving to revitalize the downtown corridor between the retail/restaurants uses and the Beach & Casino area.

For the project to move forward, the Applicant must first rezone the MF-30 portion of the property to DT. Next, the applicant must seek approval from the Historic Resources Preservation Board (HRPB) for a Certificate of Appropriateness (COA) for exterior alterations, an addition to the historic structure, and new construction of a hotel annex and parking garage as well as site plan approval and conditional land use permit consistent with the requirements of Land Development Regulations.

At its meeting of November 18, 2015, the City's HRPB voted unanimously (7-0) to recommend approval to the City Commission HRPB 15-01300001, which covers changing the zoning from MF-30 to DT including a condition to require the petitioner to implement a Unity of Title for the subject parcels in order to move forward with any development plans. Further, the HRPB expressed concerns about the design, height, bulk, mass, and visual compatibility of any development on the southernmost parcels, located at the northeast corner of South Lakeside Drive and 1<sup>st</sup> Avenue South. The HRPB also suggested a condition of approval stating any proposed development be compatible and harmonious with the historic integrity and character of the local historic district.

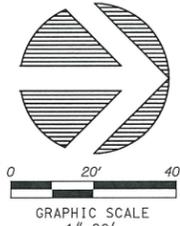
At its meeting of December 8, 2015, the City Commission voted 3-2 to approve the Ordinance on first reading and to schedule the public hearing. The dissenting votes were based on concerns regarding height, traffic generation and compatibility with the historic district of the future hotel project.

**MOTION:**

I move to approve/disapprove Ordinance No. 2015-04 on second reading.

**ATTACHMENT(S):**

Fiscal Impact Analysis – Not applicable  
Survey  
Justification Statement  
Letter of Objection – Malakates  
Comparative Table  
HRPB Staff Report November 18, 2015  
Letter of Objection – Ona  
HRPB Draft Minutes  
Ordinance No. 2016-04



**TREE LIST**

201 15'	ROYAL PALM
202 15'	ROYAL PALM
203 15'	ROYAL PALM
204 15'	ROYAL PALM
205 15'	ROYAL PALM
206 15'	ROYAL PALM
207 15'	ROYAL PALM
208 15'	ROYAL PALM
209 15'	ROYAL PALM
210 15'	ROYAL PALM
211 15'	ROYAL PALM
212 15'	ROYAL PALM
213 15'	ROYAL PALM
214 6'	OAK
215 6'	OAK
216 8'	OAK
217 9'	OAK
218 15'	CABBAGE PALM
219 84'	STRANGLER FIG
220 60'	STRANGLER FIG
221 60'	STRANGLER FIG
222 8'	OAK
223 8'	OAK
224 8'	OAK
225 12'	CABBAGE PALM
226 8'	OAK
227 18'	OAK
228 24'	MANGO
229 10'	QUEEN PALM
230 10'	QUEEN PALM
231 8'	QUEEN PALM
232 10'	OAK
233 20'	ROYAL PALM
234 10'	QUEEN PALM
235 10'	QUEEN PALM
236 10'	QUEEN PALM
237 15'	OAK
238 6'	QUEEN PALM
239 8'	ROYAL PALM
240 6'	QUEEN PALM
241 6'	QUEEN PALM
242 10'	QUEEN PALM
243 12'	CABBAGE PALM
244 8'	ROYAL PALM
245 24'	ROYAL PALM
246 (214)	PALMS
247 (214)	PALMS
248 (214)	PALMS
249 (214)	PALMS
250 8'	QUEEN PALM
251 8'	QUEEN PALM
252 12'	ROYAL PALM
253 15'	ROYAL PALM
254 15'	ROYAL PALM

**LEGAL DESCRIPTION**

PARCEL 1  
 LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 7 AND 8, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 1 THROUGH 6, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

PARCEL 2  
 THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO THE FOLLOWING DESCRIBED PARCEL:

LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

**NOTES**

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED OR REFERENCED IN THE PREPARATION OF THIS SURVEY. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID BLOCK 33 HAVING A GRID BEARING OF SOUTH 88°37'25" EAST, ACCORDING TO OBSERVATIONS OF PALM BEACH COUNTY CONTROL MONUMENTS "GROVER" AND "IL SCOTT". ELEVATIONS SHOWN HEREON ARE BASED ON PALM BEACH COUNTY BENCHMARK "K 402", HAVING AN ELEVATION OF 15.699 NAVD 1988. ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD 1988.
- SURVEYED PROPERTY CONTAINS 79302 SQUARE FEET, MORE OR LESS.

**FLOOD INFORMATION**

COMMUNITY NUMBER : 120213  
 PANEL NUMBER : 0002C  
 DATE OF FIRM : 9-30-1982  
 ZONE : AT  
 BASE FLOOD ELEV : 7', 8', 9'

**LEGEND**

- ⊙ STORM MANHOLE
- ⊕ CONC. UTILITY POLE
- ⊕ WOOD UTILITY POLE
- ⊕ ELECTRIC HANDHOLE
- ⊕ WATER METER
- ⊕ WATER VALVE
- ⊕ FIRE HYDRANT
- ⊕ LIGHT POLE
- ⊕ BACK FLOW PREVENTOR
- ⊕ CATCH BASIN
- ⊕ SANITARY MANHOLE
- ⊕ SIGN
- ⊕ TRAFFIC SIGNAL BOX
- ⊕ FPL MANHOLE
- OVERHEAD UTILITY LINE
- FENCE
- ANCHOR
- 5000' TREE

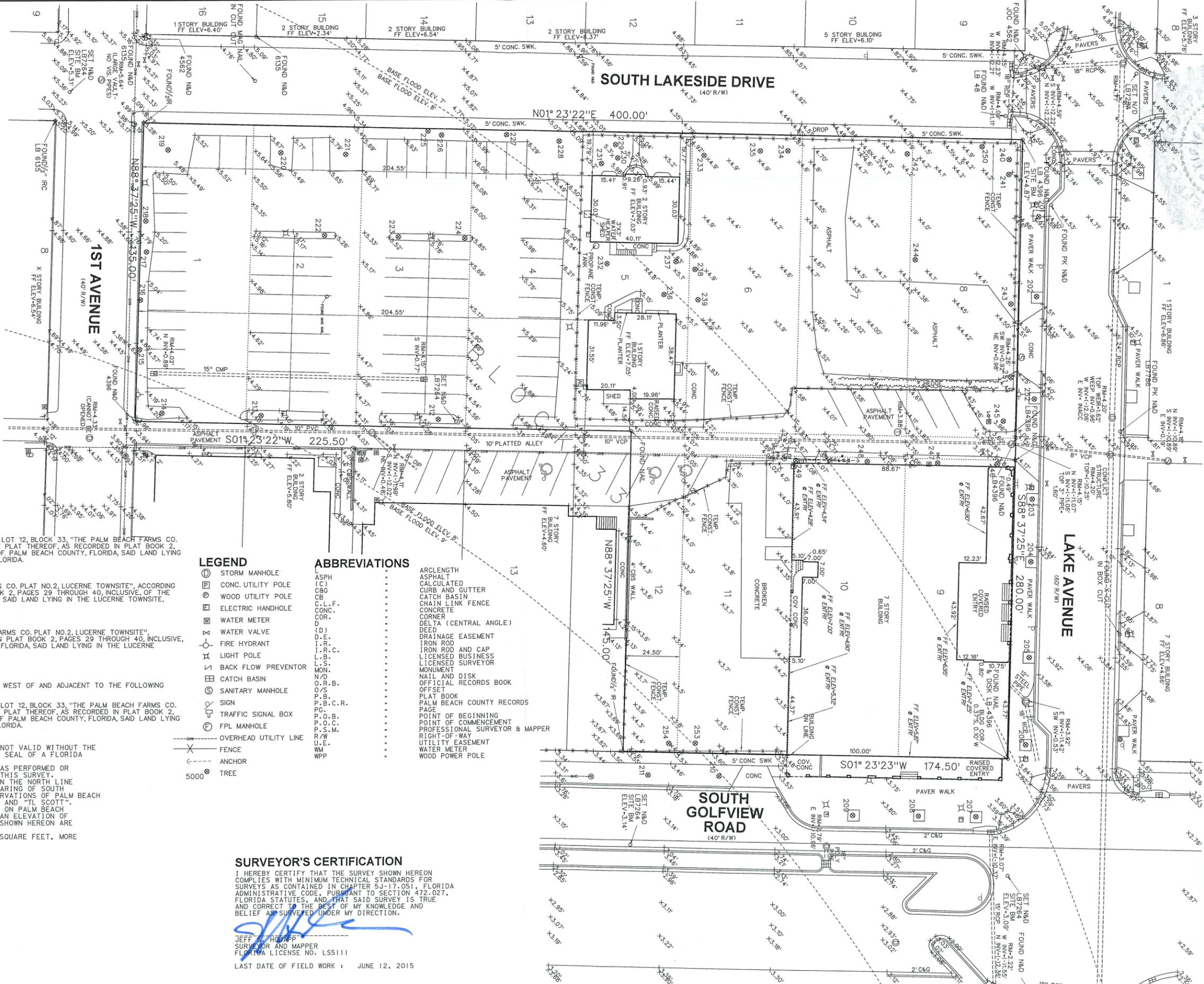
**ABBREVIATIONS**

- AR LENGTH
- ASPH ASPHALT
- CBG CALCULATED CURB AND GUTTER
- CB CATCH BASIN
- CL.F. CHAIN LINK FENCE
- CONC. CONCRETE
- COR. CORNER
- Δ DELTA (CENTRAL ANGLE)
- DEED DEED
- DRAINAGE EASEMENT
- IRON ROD
- IRON ROD AND CAP
- L.B.S. LICENSED BUSINESS
- L.S.S. LICENSED SURVEYOR
- MONUMENT
- N/D. NAIL AND DISK
- O.R.B. OFFICIAL RECORDS BOOK
- O/S. OFFSET
- P.B. PALM BEACH COUNTY RECORDS
- P.C. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- R/W RIGHT-OF-WAY
- U.E. UTILITY EASEMENT
- WM WATER METER
- WPP WOOD POWER POLE

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

JEFF S. HODAPP  
 SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. LS5111  
 LAST DATE OF FIELD WORK : JUNE 12, 2015



15132  
 SCALE 1"=20'  
 FB/PG  
 DRAWN JSH  
 CHECKED JEK  
 SHEET 1 OF 1

REVISIONS:

NO.	DATE	BY	CKD
1			
2			
3			
4			
5			
6			

**GULFSTREAM HOTEL  
 BOUNDARY AND  
 TOPOGRAPHIC SURVEY**

**PERIMETER**  
 SURVEYING & MAPPING  
 Certificate of Authorization No. LB7264  
 947 Clint Moore Road  
 Boca Raton, Florida 33487  
 Tel: (561) 241-0988  
 Fax: (561) 241-5192



Gary S. Dunay  
Bonnie Miskel  
Scott Backman  
Dwayne L. Dickerson  
Hope W. Calhoun  
Christina Bilenki  
Heather Jo Allen

**Gulfstream Hotel**  
**1 Lake Avenue, 11 Lake Avenue, 12 South Lakeside Drive, 14 South Lakeside Drive,**  
**20 South Lakeside Drive, 22 South Lakeside Drive and 24 South Lakeside Drive**  
**Rezoning Statement of Use and Justification**

HH Gulfstream Land Holdings, LLC (“Petitioner”) is preparing applications to renovate and redevelop the historic Gulfstream Hotel and related properties, which is an assemblage of seven (7) parcels located at 1 Lake Avenue, 11 Lake Avenue, 12 South Lakeside Drive, 14 South Lakeside Drive, 20 South Lakeside Drive, 22 South Lakeside Drive and 24 South Lakeside Drive (collectively referred to herein as “Property”), which is generally located on the south side of Lake Avenue between South Lakeside Drive and South Golfview Road within the City of Lake Worth (“City”). The Property is located within the South Palm Park Historical District and is designated DMU, Downtown Mixed Use, on the City’s Future Land Use Map. The northern +/- .89 acres of the Property located along the south side of Lake Avenue are within the DT, Downtown, zoning district (“DT Property”) and the southern +/- 0.93 acres of the Property located along the east side of South Lakeside Drive are within the MF-30, Medium-Density Multi-Family Residential, 30 dwelling units per acre, zoning district (“MF-30 Property”). Excerpts from the City’s Future Land Use Map and Zoning Map with the Property identified are attached hereto as Exhibit “A”.

The Property is currently approved for and developed with the historic one hundred five (105) room Gulfstream Hotel, two (2) dilapidated residential structures and a seventy-three (73) parking space surface parking lot. At this time, Petitioner proposes to: renovate and restore the historic Gulfstream Hotel building to provide eighty-seven (87) hotel rooms and ancillary restaurant, bar or conference center uses; demolish (or relocate) the two (2) existing dilapidated residential structures; and construct an eighty-seven (87) room hotel annex building and a two (2) story parking garage with rooftop parking and small scale community retail uses on the ground floor (“Project”). A Conceptual Site Development Plan showing the proposed redevelopment plan is included with this application. The Project will renew and revitalize the downtown corridor between the downtown retail and restaurant uses and beach and historic Lake Worth Casino area. In order to develop the Project, Petitioner respectfully requests approval to rezone the MF-30 Property from the MF-30 to the DT zoning district (“Rezoning) consistent with the underlying DMU future land use designation.

The City Commission passed Ordinance 2015-12 to adopt specific criteria to allow rezoning of property at its Regular Meeting on September 1, 2015. As such, in accordance with the criteria proposed for adoption, Petitioner will demonstrate below that the Rezoning request: a) is consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations; b) is not contrary to the established land use pattern, nor would it create an isolated zoning district or land use classification unrelated to adjacent and nearby classifications or constitute a grant of special privilege to Petitioner as contrasted with the protection of the public welfare; c) supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives with an emphasis on 1)

complementary land uses, 2) access to alternative modes of transportation, and 3) interconnectivity within the project and between adjacent properties; d) does not involve rezoning to a planned development district requiring the application of Section 23.5-2, Subdivision Regulations; e) is compatible with the current and future use of adjacent and nearby properties, will not negatively affect the property values of adjacent and nearby properties and is of a scale that is reasonably related to the needs of the neighborhood and the City as a whole; f) does not involve rezoning to a planned development district subject to review for compliance with the City's Economic Development program; g) is a rezoning to a conventional zoning district that will further the City's Economic Development Program; and h) shall comply with the requirements of the DT zoning district and the site development standards of Section 23.2-32.

- a. *Consistency.* The proposed Rezoning is consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. The Property is designated DMU, Downtown Mixed Use, on the City's Future Land Use Map, which is "intended to provide for the establishment and expansion of a broad range of office, retail and commercial uses, including higher intensity commercial within the traditional downtown core of the City." The proposed Rezoning is consistent with the intent of the DMU future land use designation in that it will allow for the expansion and reopening of the historic Gulfstream Hotel with sufficient parking and accessory retail uses to support the viability of the hotel use. The Project is also designed to comply with the dimensional requirements in the City's Comprehensive Plan and Land Development Regulations with a maximum height of sixty-five feet (65') for new construction and a maximum floor area ratio of 2.1 for the Property subject to approval of a Conditional Use Permit and Community Benefit/Sustainable Bonus by the Historic Resource Preservation Board. In accordance with Section 1.1.3.6 of the City's Future Land Use Element ("FLUE"), all ground floor areas are designed to be habitable with the provision of retail surrounding the structured parking garage on the ground floor. In addition, the street corner at the intersection of Lake Avenue and South Lakeside Drive is designed to be open to incorporate a pedestrian use area. The Project also furthers Section 1.1.3.6 of the FLUE by providing sufficient parking for all existing and proposed uses on the Property although parking for the existing use is not technically required by the Land Development Regulations. In addition to the foregoing, the Project furthers the following Comprehensive Plan objectives and policies:

FLUE Objective 1.3.7: To discourage the proliferation of urban sprawl by promoting high quality retail, office, and mixed use, especially in the Downtown Mixed Use category and the Dixie Highway Corridor, as the prime retail and commercial areas as specified on the Future Land Use Map.

Policy 1.3.7.1: High quality retail office and defined mixed uses are encouraged in the downtown area.

Policy 1.3.7.2: The highest possible degree of mutually reinforcing commercial uses are encouraged in the DMU.

Policy 1.3.7.3: The City shall continue to be proactive in development of strategies that facilitate adequate parking in the DMU and Dixie Highway Corridor.

Policy 1.3.7.4: Development and redevelopment opportunities in the downtown area will be enhanced through modification or reduction of parking space requirements, in recognition of public parking opportunities in the downtown area.

Policy 1.3.7.5: The pedestrian character of the downtown commercial area will be enhanced through continuation of pedestrian access programs to ensure that development in the DMU is easily accessible to residents and visitors.

Policy 1.3.7.6: In order to support continued redevelopment of older strip commercial areas (such as Dixie Highway) to maintain their economic viability, the City will continue to implement the design guidelines for its major commercial thoroughfares. These design guidelines establish flexible, but consistent standards for the exterior appearance of new and renovated buildings within two blocks of these main streets. The Guidelines incorporate implementation policies concerning appropriate signage, building colors, and architectural design of new and renovated structures.

Policy 1.3.7.7: The City shall continue to implement urban design Guidelines for the Lake /Lucerne Corridor.

FLUE Objective 1.7.3: To support redevelopment plans which recognize and respect the historic urban character of Downtown Lake Worth and the surrounding neighborhoods.

Transportation Element Policy 2.1.1.9: The City shall discourage urban sprawl through private redevelopment in the downtown area.

Transportation Element Policy 2.1.4.5: The City shall support the provision of safe vehicular parking to support new land development. Public parking lots shall continue to be provided to serve the downtown mixed use area, major attractions (such as Lake Worth Beach) and mass transit access points.

Please refer to the table included on the Conceptual Site Development Plan, which demonstrates the Project's compliance with the dimensional standards of the DT zoning district.

- b. *Land Use Pattern.* The proposed Rezoning is not contrary to the established land use pattern, nor will it create an isolated zoning district or land use classification unrelated to adjacent and nearby classifications or constitute a grant of special privilege to Petitioner as contrasted with the protection of the public welfare. The following table identifies the future land use designation, zoning district and current use of the properties immediately surrounding the MF-30 Property subject to the proposed Rezoning.

Adjacent Property Information			
Property Location	Land Use	Zoning	Current Use
North	DMU	DT	Vacant (site of Future Gulfstream Hotel Annex)
South	High Density Residential	MF-30	Multi-Family Residential
East	DMU	MF-30	Multi-Family Residential (Gulfstream Condos)
West	DMU	DT/MF-30	Multi-Family Residential (Gold Coast Towers)

In addition to the compatible future land use, zoning and existing use of surrounding properties, the physical scale of the Project is compatible with the established land use pattern. Specifically, the existing condo building located across the alley to the east of the MF-30 Property is six (6) stories; the existing condo building located across South Lakeside Drive to the west of the MF-30 Property is five (5) stories; the existing condo building located across Lake Avenue to the north of the future Gulfstream annex building is equivalent to five (5) stories; and the existing building located across Lake Avenue to the north of the historic Gulfstream Hotel is seven (7) stories. Images of the existing multi-family residential uses located adjacent to the Property are attached hereto as Exhibit “B”. The proposed five (5) story hotel annex building located on the northern portion of the MF-30 Property and two (2) level parking garage with rooftop parking and community retail/meeting space on the ground floor proposed in the southern portion of the MF-30 Property are consistent with the surrounding development. In addition, the Project will provide an enlivened streetscape between the existing downtown retail, restaurant and cultural uses located to the west and the recreational opportunities at Bryant Park and the Beach and Casino complex located to the east. It is clear from future land use, zoning and existing development on the surrounding properties and the overall development pattern of the City that the proposed Rezoning is compatible with the existing land use pattern and will not create an isolated zoning district or confer a special privilege on Petitioner.

- c. *Sustainability.* The proposed Rezoning supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives. In particular, approval of the Rezoning application promotes a mix of complementary land uses in the downtown area, a smart growth principle that is a “critical component to achieving better places to live” according to the Smart Growth Network. As described above, the uses immediately surrounding the Property are primarily multi-family residential and recreational. Approval of the proposed Rezoning will allow for the renovation and expansion of the historic Gulfstream hotel with ancillary restaurant, meeting space and community retail use, which is complementary to the multi-family residential development and recreational uses immediately surrounding the Property. The complementary mix of land uses will increase access to alternative modes of transportation by creating a commercial base to help support the expansion of viable public transit in the downtown core of the City. In addition, the Project is designed to foster interconnectivity within the Project and between adjacent properties. As shown on the Conceptual Site Development Plan included with this Rezoning application, the hotel annex building is designed to provide a covered porch along Lake Avenue to the west of the historic Gulfstream Hotel and is set back to allow views of the historic Gulfstream Hotel building for travelers coming from the west along Lake Avenue. The design of the Project also provides space for landscaping and pedestrian use area along Lake

Avenue and community retail use on the ground floor of the proposed parking garage. In addition, the proposed hotel annex building is designed to connect to the proposed one (1) story expansion of the historic Gulfstream Hotel. Approval of the proposed Rezoning will allow for a complementary mix of uses that supports alternative modes of transportation and provides interconnectivity within the Project and between adjacent properties.

- d. *Availability of Public Services/Infrastructure.* This criteria is applicable to applications requesting to rezone to a planned zoning district only. Considering that the Rezoning Application seeks approval to rezone to the conventional DT zoning district, this criteria does not apply. That being said, Petitioner will ensure the provision of adequate public services and infrastructure necessary to support the Project through the Site Plan and Conditional Use Permit application processes required in order to develop the Project.
- e. *Compatibility.* The proposed Rezoning is compatible with the current and future use of adjacent and nearby properties; will not negatively affect the property values of adjacent and nearby properties; and is of a scale that is reasonably related to the needs of the neighborhood and the City as a whole. As discussed in sections (c) and (d) above, the proposed Rezoning is compatible with the current and future use of the adjacent multi-family residential and recreationally used properties. The proposed Rezoning will not negatively affect surrounding property values; rather, the Smart Growth Network advises that “siting commercial areas close to residential areas can [actually] raise property values”. In addition, the Project is designed to relate to the scale of the surrounding neighborhood with the location of the proposed five (5) story, sixty-five foot (65’) tall hotel annex on the northern portion of the Property along Lake Avenue and adjacent to the surrounding five (5), six (6) and seven (7) story multifamily residential uses. In addition, the lower-intensity two (2) level parking garage with rooftop parking and community retail/meeting uses along the street frontages at the ground level is proposed to be located on the southern portion of the Property, thus providing a transition to the land designated and used for medium density residential uses located to the south. Considering the foregoing, the proposed Rezoning is consistent and compatible with the surrounding area, will not affect surrounding property values and is of a scale that relates to the needs of the neighborhood and City as a whole.
- f. *Direct Community Sustainability and Economic Development Benefits.* This criteria is applicable to applications requesting to rezone to a planned zoning district only. Considering that the Rezoning Application seeks approval to rezone to the conventional DT zoning district, this criteria does not apply.
- g. *Economic Development Impact Determination for Conventional Zoning Districts.* The proposed Rezoning involves rezoning to the conventional DT zoning district and will further the City’s Economic Development. Approval of the Rezoning will allow for the expansion and renovation of the historic Gulfstream Hotel, thus providing additional job opportunities for the residents of the City, improved lodging options for residents of and visitors to the City and expanded retail, restaurant and meeting area choices for the community at large. In addition, the proposed Rezoning will not represent a potential decrease in the possible intensity of development, nor will

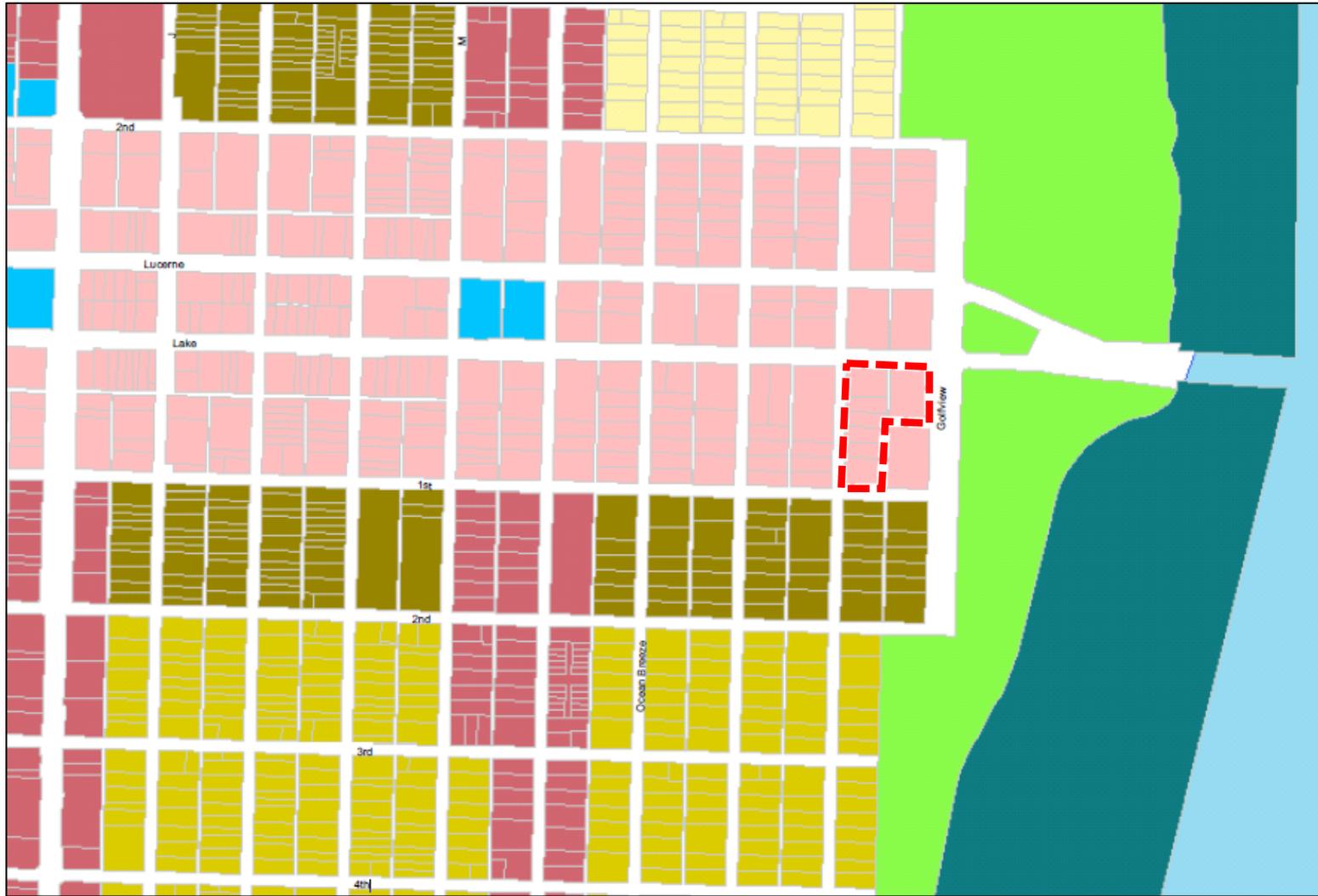
it represent a potential decrease in the number of uses with high probable economic development benefits.

- h. *Master Plan and Site Plan Compliance with Land Development Regulations.* The Project shall comply with the site development standards of Section 23.2-32 and will provide specific details through the required Site Plan Application approval process subsequent to the approval of the proposed Rezoning.

**Exhibit "A"**

**Excerpts from City of Lake Worth Future Land Use and Zoning Maps**

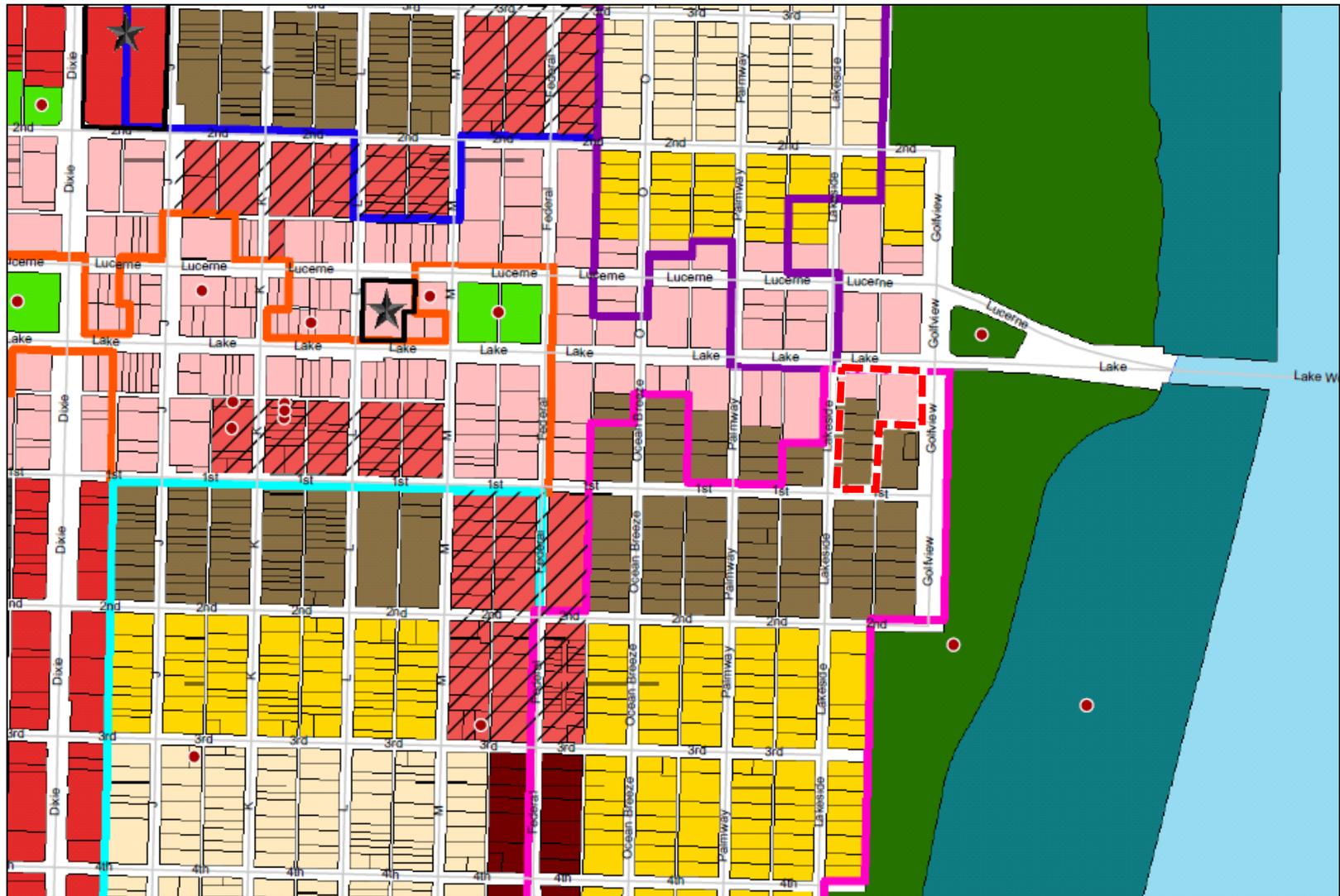
Excerpt from the City of Lake Worth Future Land Use Map



 Property

 Downtown Mixed Use (DMU)

Excerpt from the City of Lake Worth Zoning Map



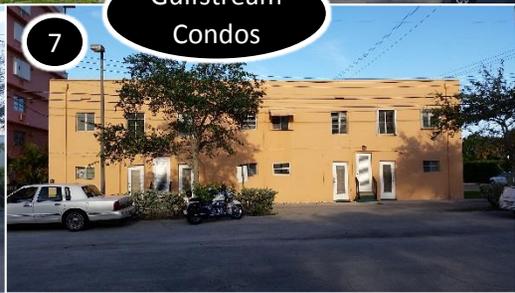
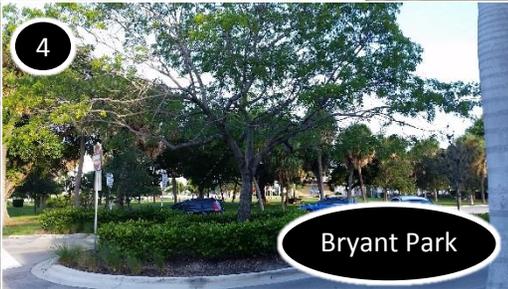
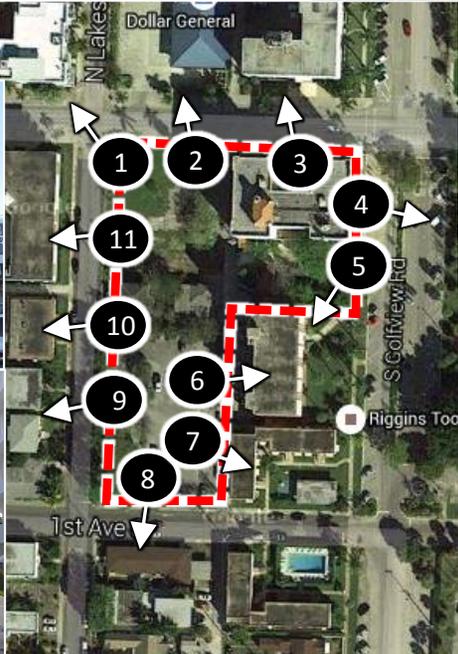
-  Property
-  Medium-Density Multi-Family Residential, 30 du/net acre (MF-30)
-  Downtown (DT)

**Exhibit "B"**

**Aerial of Property and Photos of Surrounding Properties**



← Downtown Shops and Restaurants



Mr. & Mrs. Christos Malakates  
101 South Lakeside Drive  
Lake Worth, 33460

November 16, 2015

Department of Community Sustainability  
Division of Planning, Zoning &  
Historical Preservation  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, Florida 33461

Re: Historical Resources Board  
Case # HRPB 15-0130001

Via: Certified Mail - Return Receipt Requested  
7010 1060 0000 7624 7809

Dear Planning & Zoning Board:

In response to the above referenced request for a Rezoning from Medium Density Multi-Family (MF-30) Zoning District to a Downtown (DT) Zoning District, I take a stand against this action.

The first objection is this zoning change denies my right as a voter. Recognition of the March 2013 Charter Amendment for height restrictions, which was passed by a majority vote, was never filed by the City of Lake Worth Commission.

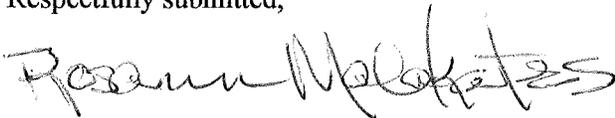
As an owner having lived at 101 South Lakeside Drive (a historic house 'The Savannah') for the past twenty- five years, I strongly object to your lack of consideration to the surrounding properties. There are five (5) designated structures that border the subject lots. And, there are five (5) lots on the map that are being considered as one (1). There are neighboring properties that have been completely renovated following HRPD strict requirements.

To rezone this subject property will demonstrate failure to perform what is expected of you, sustainability for the future and historic preservation for the immediate issue.

These reasons become most important. The applicant has shown total disregard for the voting community and is not trustworthy in the view of the general public. The future consequences of rezoning have not been considered.

I urge the city not to repeat the history of the Gulfstream Hotel's 1980 demise by letting another unscrupulous developer destroy our city by using this property to manipulate everyone for their schemes. Hudson Holding has not ever been transparent in its plans for the restoration of the Gulfstream Hotel.

Respectfully submitted,



Roseann Malakates

	Downtown Mixed Use—Comp. Plan	Required - DT	Required MF-30
Land Use Description	The DMU is intended for the establishment and expansion of office, retail and commercial uses within the downtown core of the City.	Not Applicable	Not Applicable
Lot Area	Not Applicable	6,500 square feet (DT)	9,750 square feet (MF-30)
Lot Width	Not Applicable	50 feet (DT)	50 feet or 75 feet (MF-30)
Building Height	Comprehensive Plan: Maximum height of 45' west of Federal Highway; Highway; Maximum height of 65' east of Federal Highway. Height in excess of 45' allowed east of Federal Highway through Conditional Use Permit approval by appropriate regulatory authority.	Zoning Code: 30 ft. (not to exceed 2 stories) *Additional 15 ft. of height under Sustainable Bonus Incentive Program (not to exceed 4 stories). *Additional 35 ft. of height under Sustainable Bonus Incentive Program (not to exceed 6 stories) east of Federal Highway with the provision of a hotel or mixed use hotel project of at least 50 rooms, requires conditional land use.	Zoning Code: 30 ft. (not to exceed 2 stories) *Additional 5 ft. of height under Sustainable Bonus Incentive Program (not to exceed 3 stories). Comprehensive Plan: 30 feet (maximum of 2 stories). Community Benefit: Plus 5 feet (maximum of 3 stories)
Setbacks	Downtown Mixed Use—Comp. Plan	Required - DT	Required MF-30
Front	Not Applicable	From Dixie Highway: 10 feet. From Lake Avenue and Lucerne Avenue east of the FEC ROW: 5 feet. From all other ROW: 10 feet. Setback can be increased by 8, 10 or 12 feet if open arcade or public plaza is provided.	Twenty (20) feet
Side (street)	Not Applicable	From street side lot line: Shall be ten (10) feet. Street side setback can be increased by eight (8), ten (10) or twelve (12) feet if the building provides an open arcade or public plaza.	Minimum street side setback: Ten (10) feet up to a maximum of twenty-two (22) feet.
Side (interior)	Not Applicable	From interior side lot line: None.	Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width. Two-story buildings shall have a side set back of five (5) feet. Roof overhangs shall not project more than two (2) feet into the setback.
Rear	Not Applicable	For lots platted on Blocks G through L of the Townsite Subdivision: Ten (10) feet. For all other lots: Five (5) feet. For lots next to residential zoning districts: Fifteen (15) feet or ten (10) percent of lot depth, whichever is greater. For accessory structures: Five (5) feet	Fifteen (15) feet or ten percent of lot depth. Five (5) feet for accessory structures.

<p>Bonus Height and Stories</p>	<p>Third story and above allowed with the provision of Community Benefits. Allowable heights subject to design-related development standards when adjacent to single-family residential uses.</p>	<p>Additional fifteen (15) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed four (4) stories).</p> <p>Additional thirty-five (35) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed six (6) stories) east of Federal Highway with the provision of a hotel with fifty (50) or more rooms or a mixed use hotel project inclusive of fifty (50) or more rooms and requires a conditional land use.</p>	<p>Five (5) feet of additional height and one (1) story allowed under the Sustainable Bonus Incentive Program not to exceed three (3) stories.</p>
<p><b>Accessory Structure Limitations</b></p>	<p>Not Applicable</p>	<p>The total area for accessory structures is limited to 40% of the principal structure area or 1,000 square feet, whichever is less.</p>	<p>All accessory structures shall not exceed forty (40) percent of the gross floor area of the principal structure or one thousand (1,000) feet whichever is less, excluding approved prefabricated metal storage buildings totaling no more than one hundred forty-four (144) square feet.</p>
<p><b>Impermeable Surface Total</b></p>	<p>Not Applicable</p>	<p>Ninety (90) percent of the lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>Eighty-five (85) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>Eighty (80) percent for lots seven thousand five hundred (7,500) square feet and greater.</p>	<p>Sixty-five (65) percent of the lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>Sixty (60) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>Fifty-five (55) percent for lots seven thousand five hundred (7,500) square feet and greater.</p> <p>Provided however that the lesser of nine hundred (900) square feet or seventy-five (75) percent of the front yard area shall remain pervious and be landscaped.</p>
<p><b>Maximum Coverage for All Structures</b></p>	<p>Not Applicable</p>	<p>Seventy (70) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>Sixty-five (65) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>Sixty (60) percent for lots seven thousand five hundred (7,500) square feet and greater</p>	<p>Forty-five (45) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>Forty (40) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>Thirty-five (35) percent for lots seven thousand five hundred (7,500) square feet and greater.</p>
<p><b>Floor Area Ratio</b></p>	<p>Maximum 2.5 FAR for non-residential uses.</p> <p>Preferred mix of uses within this land use classification is 25% residential and 75% non-residential.</p>	<p>Maximum FAR is 1.70. Maximum FAR is 2.2 east of Federal Highway and inclusive of hotel requirement. The FAR shall be:</p> <p>1.20 for lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>1.15 for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>1.10 for lots seven thousand five hundred (7,500) square feet and greater.</p> <p>An additional 0.50 of FAR shall be granted under the Sustainable Bonus Incentive Program.</p> <p>An additional 0.50 of FAR shall be granted under a conditional land use for a hotel project of fifty (50) rooms or more for a mixed use hotel project of fifty (50) rooms or more.</p>	<p>Maximum FAR is 1.30. The FAR shall be:</p> <p>0.80 for lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>0.75 for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>0.70 for lots seven thousand five hundred (7,500) square feet and greater.</p> <p>An additional 0.50 of FAR shall be granted under the Sustainable Bonus Incentive Program.</p>
<p><b>Parking</b></p>	<p>Not Applicable</p>	<p>1 space per sleeping room;</p> <p>2 additional spaces for office.</p> <p>Additional 50% of required parking to accommodate any accessory uses, such as restaurants, bars, conference centers, etc.</p>	<p>1 space per bedroom with a max. of 2 spaces per unit;</p> <p>additional 0.5 guest space per efficiency and 1-bedroom unit; no additional guest spaces required for units containing 2 or more bedrooms</p>



**City Of Lake Worth**  
**Department for Community Sustainability**  
**Planning, Zoning and Historic Preservation Division**  
 1900 Second Avenue North- Lake Worth, Florida 33460 - Phone: 561-586-1687

**DATE:** October 16, 2015

**MEETING DATE:** November 18, 2015

**TO:** Members of the Historic Resources Preservation Board (HRPB)

**FROM:** Curt Thompson, Community Planner  
 Maxime Ducoste, Planning and Preservation Manager

**SUBJECT: HRPB Project Number 15-01300001:** A request by Beth Schrantz and Bonnie Miskel, Esq. of Dunay, Miskel and Backman, LLP, on behalf of HH Gulfstream Land Holdings, LLC (petitioner/applicant), to rezone +/- .93 acres of property. The subject site is located on the south side of Lake Avenue between South Lakeside Drive to the west and South Golfview Road to the east, and is located within the South Palm Park Local Historic District. The subject property consists of the following Property Control Numbers (PCNs): 38-43-44-21-15-033-0010; 38-43-44-21-15-033-0030; 38-43-44-21-15-033-0040; 38-43-44-21-15-033-0050; 38-43-44-21-15-033-0060.

**LAND USE/ZONING:** The entire subject site has a Future Land Use designation of Downtown Mixed Use (DMU) and is located in the Downtown (DT) and the Medium-Density Multi-Family Residential (MF-30) Zoning Districts.

**REQUEST:** Applicant request a rezoning from Medium-Density Multi-Family Residential Zoning District (MF-30) to Downtown (DT) for a portion of the subject properties.

**SYNOPSIS:**

<b>Applicant/Petitioner</b>	HH Gulfstream Land Holdings, LLC			
<b>General Location</b>	South of Lake Avenue between South Lakeside Drive on the west and South Golfview Road to the east.			
<b>Zoning</b>	Downtown (DT) and the Medium-Density Multi-Family Residential Zoning Districts (MF-30). Please see location maps			
<b>Existing Land Use</b>	Gulfstream Hotel and Vacant properties			
<b>Future Land Use Designation</b>	Downtown Mixed Use (DMU)			
<b>Applicable Municipal Code Sections</b>	23.2-36			
	<b>Downtown Mixed Use – Comp. Plan</b>	<b>Required - DT</b>	<b>Required MF-30</b>	<b>Proposed/Existing</b>
<b>Land Use Description</b>	The DMU is intended for the establishment and expansion of office, retail and commercial uses within the downtown core of the City.	Not Applicable	Not Applicable	Not Applicable

<b>Lot Area</b>	Not Applicable	6,500 square feet (DT)	9,750 square feet (MF-30)	Not Applicable at this time
<b>Lot Width</b>	Not Applicable	50 feet (DT)	50 feet or 75 feet (MF-30)	Not Applicable at this time.
<b>Building Height</b>	Comprehensive Plan: Maximum height of 45' west of Federal Highway; Maximum height of 65' east of Federal Highway. Height in excess of 45' allowed east of Federal Highway through Conditional Use Permit approval by appropriate regulatory authority.	Zoning Code: 30 ft. (not to exceed 2 stories) *Additional 15 ft. of height under Sustainable Bonus Incentive Program (not to exceed 4 stories). *Additional 35 ft. of height under Sustainable Bonus Incentive Program (not to exceed 6 stories) east of Federal Highway with the provision of a hotel or mixed use hotel project of at least 50 rooms, requires conditional land use.	Zoning Code: 30 ft. (not to exceed 2 stories) *Additional 5 ft. of height under Sustainable Bonus Incentive Program (not to exceed 3 stories). Comprehensive Plan: 30 feet (maximum of 2 stories). Community Benefit: Plus 5 feet (maximum of 3 stories)	Not applicable at this time.
<b>Setbacks</b>		<b>Required - DT</b>	<b>Required MF-30</b>	<b>Provided</b>
<b>Front</b>	Not Applicable	From Dixie Highway: 10 feet. From Lake Avenue and Lucerne Avenue east of the FEC ROW: 5 feet. From all other ROW: 10 feet. Setback can be increased by 8, 10 or 12 feet if open arcade or public plaza is provided.	Twenty (20) feet	Not applicable at this time

Side (street)	Not Applicable	<p>From street side lot line: Shall be ten (10) feet.</p> <p>Street side setback can be increased by eight (8), ten (10) or twelve (12) feet if the building provides an open arcade or public plaza.</p>	<p>Minimum street side setback: Ten (10) feet up to a maximum of twenty-two (22) feet.</p>	Not applicable at this time
Side (interior)	Not Applicable	From interior side lot line: None.	<p>Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.</p> <p>Two-story buildings shall have a side setback of five (5) feet.</p> <p>Roof overhangs shall not project more than two (2) feet into the setback.</p>	Not applicable at this time

Rear	Not Applicable	<p>For lots platted on Blocks G through L of the Townsite Subdivision: Ten (10) feet.</p> <p>For all other lots: Five (5) feet.</p> <p>For lots next to residential zoning districts: Fifteen (15) feet or ten (10) percent of lot depth, whichever is greater.</p> <p>For accessory structures: Five (5) feet</p>	<p>Fifteen (15) feet or ten percent of lot depth. Five (5) feet for accessory structures.</p>	<p>Not applicable at this time</p>
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<p>Bonus Height and Stories</p>	<p>Third story and above allowed with the provision of Community Benefits. Allowable heights subject to design-related development standards when adjacent to single family residential uses.</p>	<p>Additional fifteen (15) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed four (4) stories).</p> <p>Additional thirty-five (35) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed six (6) stories) east of Federal Highway with the provision of a hotel with fifty (50) or more rooms or a mixed use hotel project inclusive of fifty (50) or more rooms and requires a conditional land use.</p>	<p>Five (5) feet of additional height and one (1) story allowed under the Sustainable Bonus Incentive Program not to exceed three (3) stories.</p>	<p>Not Applicable at this time</p>
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<b>Accessory Structure Limitations</b>	Not Applicable	The total area for accessory structures is limited to 40% of the principal structure area or 1,000 square feet, whichever is less.	All accessory structures shall not exceed forty (40) percent of the gross floor area of the principal structure or one thousand (1,000) feet whichever is less, excluding approved prefabricated metal storage buildings totaling no more than one hundred forty-four (144) square feet.	Not applicable at this time
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<p><b>Impermeable Surface Total</b></p>	<p>Not Applicable</p>	<p>Ninety (90) percent of the lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>Eighty-five (85) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>Eighty (80) percent for lots seven thousand five hundred (7,500) square feet and greater.</p>	<p>Sixty-five (65) percent of the lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>Sixty (60) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>Fifty-five (55) percent for lots seven thousand five hundred (7,500) square feet and greater.</p> <p>Provided however that the lesser of nine hundred (900) square feet or seventy-five (75) percent of the front yard area shall remain pervious and be landscaped.</p>	<p>Not applicable at this time</p>
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<p><b>Maximum Coverage for All Structures</b></p>	<p>Not Applicable</p>	<p>Seventy (70) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>Sixty-five (65) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>Sixty (60) percent for lots seven thousand five hundred (7,500) square feet and greater</p>	<p>Forty-five (45) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>Forty (40) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>Thirty-five (35) percent for lots seven thousand five hundred (7,500) square feet and greater.</p>	<p>Not applicable at this time</p>
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<p><b>Floor Area Ratio</b></p>	<p>Maximum 2.5 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential.</p>	<p>Maximum FAR is 1.70. Maximum FAR is 2.2 east of Federal Highway and inclusive of hotel requirement. The FAR shall be:</p> <p>1.20 for lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>1.15 for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>1.10 for lots seven thousand five hundred (7,500) square feet and greater.</p> <p>An additional 0.50 of FAR shall be granted under the Sustainable Bonus Incentive Program.</p> <p>An additional 0.50 of FAR shall be granted under a conditional land use for a hotel project of fifty (50) rooms or more for a</p>	<p>Maximum FAR is 1.30. The FAR shall be:</p> <p>0.80 for lots up to four thousand nine hundred ninety-nine (4,999) square feet;</p> <p>0.75 for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and</p> <p>0.70 for lots seven thousand five hundred (7,500) square feet and greater.</p> <p>An additional 0.50 of FAR shall be granted under the Sustainable Bonus Incentive Program.</p>	<p>Not applicable at this time</p>
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		mixed use hotel project of fifty (50) rooms or more.		
<b>Parking</b>	Not Applicable	1 space per sleeping room; 2 additional spaces for office. Additional 50% of required parking to accommodate any accessory uses, such as restaurants, bars, conference centers, etc.	1 space per bedroom with a max. of 2 spaces per unit; additional 0.5 guest space per efficiency and 1-bedroom unit; no additional guest spaces required for units containing 2 or more bedrooms	Not applicable at this time
<b>Board Action Required</b>		Approve, Approve With Conditions, Deny the Request, Continue the request for additional information.		
<b>Staff Recommendation</b>		Staff recommends approval of the requested Rezoning.		
		<b>Name and Title</b>	<b>Initials</b>	
<b>Project Planner</b>		Curt Thompson, Community Planner	CT	
<b>Approved by</b>		Maxime Ducoste, Planning and Preservation Manager	MD	

**Project/Property Description:**

HH Gulfstream Land Holdings, LLC ("Petitioner/Applicant") is preparing applications to renovate and redevelop the historic Gulfstream Hotel and related properties, which is an assemblage of seven (7) parcels located at 1 Lake Avenue, 11 Lake Avenue, 12 South Lakeside Drive, 14 South Lakeside Drive, 20 South Lakeside Drive, 22 South Lakeside Drive and 24 South Lakeside Drive (collectively referred to herein as "Property"), which is generally located on the south side of Lake Avenue between South Lakeside Drive and South Golfview Road within the City of Lake Worth ("City"). The Property is located within the South Palm Park Historical District and is designated Downtown Mixed Use (DMU), on the City's Future Land Use Map. The northern +/- .89 acres of the Property are located along the south side of Lake Avenue within the Downtown (DT), zoning district ("DT Property"). The southern +/- 0.93 acres of the Property are located along the east side of South Lakeside Drive within the MF-30, Medium-Density Multi-Family Residential, 30 dwelling units per acre, zoning district ("MF-30 Property"). Excerpts from the City's Future Land Use Map and Zoning Map with the Property identified are attached hereto as Exhibit "A".

**ANALYSIS:**

The Property is currently developed with the historic one hundred five (105) room Gulfstream Hotel, two (2) dilapidated residential accessory structures and a paved surface parking lot consisting of seventy-three (73) parking spaces.

A Conceptual Site Development Plan showing the proposed redevelopment of the property has been included with this petition/application. At some point in the future, the Petitioner will propose to: renovate and restore the historic Gulfstream Hotel building to provide 86 hotel rooms and ancillary restaurant, bar or conference center uses; demolish (or relocate) the two (2) existing dilapidated residential structures; construct a 96 room hotel annex building; and add a parking garage containing approximately 300 parking spaces with small scale community retail uses on the ground floor.

The petitioner/applicant contends that the proposed future site development plan mentioned above will renew and revitalize the downtown corridor between the downtown retail and restaurant uses, the beach and the Lake Worth Casino area. In order to implement the abovementioned proposal, the petitioner must first obtain approval to rezone the MF-30 portion of the Property from an MF-30 zoning district to a DT zoning district. Following that request, the applicant must seek approval from the HRPB for a Certificate of Appropriateness (COA) for exterior alterations and an addition to the historic structure, and new construction for the hotel annex and parking garage, a site plan approval and a conditional land use permit consistent with the requirements of Land Development Regulations.

### **Public Support/Opposition**

Staff has not received letters of support or opposition to this project.

### **Consistency with the Comprehensive Plan:**

It is the opinion of Staff that the applicant's proposed rezone is consistent with the following portions of the Comprehensive Plan:

#### **Land Use Classification 1.1.3.6 – Downtown Mixed Use**

The Downtown Mixed Use (DMU) land use category is intended to provide for the establishment and expansion of a broad range of office, retail and commercial uses, including higher intensity commercial within the traditional downtown core of the City. Diversity of retail uses is encouraged; however, certain commercial uses are not permitted in the Downtown Mixed Use category because they would be detrimental to the shopping or office functions of the area. All ground floor uses within the Downtown Mixed Use area shall be habitable. The corresponding/implementing zoning districts are DT, MU-E, MF-20 and MF-30.

#### **Section 23.2-36: Rezoning of Land and Future Land Use Map (FLUM) amendments.**

**Review Criteria. An amendment to the official zoning map processed without the FLUM amendment shall be reviewed based on the following factors:**

1. Consistency. Whether the proposed rezoning amendment would be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

**Staff Response:** The proposed Rezoning will be consistent with the purpose and intent of the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations. The Property is designated Downtown Mixed Use (DMU), on the City’s Future Land Use Map, which is “intended to provide for the establishment and expansion of a broad range of office, retail and commercial uses, including higher intensity commercial within the traditional downtown core of the City.” The proposed Rezoning will be consistent with the intent of the DMU future land use designation. The renovation, and expansion of the Historic Gulfstream Hotel would be subject to review by the Historic Resources Preservation Board (HRPB) for a COA for alteration, addition, and new construction, and a site plan and conditional land use permit approval. It is important to note: that any proposed site plan by the Petitioner would be subject to review and comment by the City’s Site Plan Review Team (SPRT) to ensure compliance with all City standards.

2. Land Use Pattern. Whether the proposed rezoning amendment would be contrary to the established land use pattern, or would create an isolated zoning district unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude rezoning that would result in more desirable and sustainable growth for the community.

**Staff Response:** The proposed Rezoning will not be contrary to the established land use pattern, nor will it create an isolated zoning district or land use classification unrelated to adjacent and nearby classifications or constitute a grant of special privilege to Petitioner as contrasted with the protection of the public welfare. The following table identifies the future land use designation, zoning district and current use of the properties immediately surrounding the MF-30 Property subject to the proposed Rezoning.

Adjacent Property Information			
Property Location	Land Use	Zoning	Current Use
North	DMU	DT	Vacant (site of Future Gulfstream Hotel Annex)
South	High Density Residential	MF-30	Multi-Family Residential
East	DMU	MF-30	Multi-Family Residential (Gulfstream Condos)
West	DMU	DT/MF-30	Multi-Family Residential (Gold Coast Towers)

3. Sustainability. Whether the proposed rezoning would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

**Staff Response:** The proposed Rezoning supports the integration of a mixture of land uses consistent with smart growth and sustainability initiatives. As described above, the uses immediately surrounding the Property are primarily multi-family residential and recreational. Approval of the proposed Rezoning will allow the petitioner to seek a CoA for alteration, addition, and new construction; and site plan and conditional land use approval from the HRPB for the renovation and expansion of the Historic Gulfstream Hotel. Further, the property is centrally located in a pedestrian dense environment, which offers accessibility to different modes of transportation. Most importantly, the rezoning supports the

renovation of the City's historic Gulfstream Hotel, which has stood empty and deteriorating for almost ten (10) years.

4. Availability of Public Services/Infrastructure. Requests for rezoning to planned zoning districts shall be subject to review pursuant to Section 23.5-2.

**Staff Response:** This criteria is applicable to applications requesting to rezone to a planned development district only (PDD). Considering that the Rezoning Application seeks approval to rezone to the conventional DT zoning district, this criteria does not apply. That being said, City staff and the Petitioner will ensure that adequate provision of public services and infrastructure necessary to support any proposed project through the Site Plan (SPRT) and Conditional Land Use Permit application processes.

5. Compatibility. The application shall consider the following compatibility factors:

a. Whether the proposed rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

**Staff Response:** The proposed Rezoning shall be compatible with the current and future use of adjacent and nearby properties and will not negatively affect the property values of adjacent and nearby properties. It is important to note that any site improvement(s) shall be subject to a site plan, conditional land use, and CoA for any alterations, additions and new construction approval(s).

b. Whether the proposed rezoning is of a scale which is reasonably related to the needs of the neighborhood and the city as a whole.

**Staff Response:** Due to the fact that the staff received a conceptual plan that does not delineate the scale, elevation or mass of proposed structures, the scale of this proposed plan cannot be determined at this time. However, the rezoning would facilitate the compact, unified development of a collection of parcels as a single project property under one zoning classification. Developing all of the parcels as a collective project will afford both the HRPB and staff an opportunity to ensure that the scale of the project is appropriate for the district and neighborhood.

6. Direct Community Sustainability and Economic Development Benefits. For rezoning involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:

a. Further implementation of the City's Economic Development (CED) Program;

**Staff Response:** Considering that the rezoning request only seeks approval to rezone to the conventional DT zoning district, the criterion, 6 (a) through (h) does not apply to this request.

7. Economic Development Impact Determination for Conventional Zoning Districts. For rezoning involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the Economic Development Program, and also determine whether the proposal would:

a. Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district;

**Staff Response:** At this time, there is not enough information in the conceptual plan to determine the economic impact to the City at this time. The petitioner/applicant will be required to submit more detailed plans (site plan, floor plan, elevations, massing studies, streetscapes and landscape plan) for staff review to properly determine the economic impacts to the City of Lake Worth. The staff would like the Board to note, that the rezoning has the potential of increasing the intensity and density of more than 50% of the site.

b. Represent a potential decrease in the number of uses with high probable economic development benefits.

**Staff Response:** The conceptual nature of the plans does not provide adequate data to determine the potential increase or decrease of economic development benefits to the City of Lake Worth. The staff would like the Board to note, that the rezoning has the potential of allowing the number of uses permitted to increase.

8. Master Plan and Site Plan Compliance with Land Development Regulations. When master plan and site plan review are required, both shall comply with the requirements of the respective zoning district regulations of Article III and the site development standards of Section 23.2-32

**Staff Response:** This standard was not addressed by the petitioner/applicant due to the conceptual nature of the plans submitted for staff review.

**STAFF RECOMMENDATION:**

The analysis has shown that the rezoning request meets the applicable standards as indicated above. The rezoning as proposed is in harmony with the underlying future land use and all future proposals shall be subject to the City of Lake Worth's Land Development Regulations. The Land Development Regulations require a conditional land use permit for a hotel use in the Downtown zoning district. Any proposal to restore, renovate, and expand the existing hotel structure or construct additional structures would require a Certificate of Appropriateness, a Site Plan Review, and a Conditional Land Use Permit. In addition, the petitioner shall be required to implement a Unity of Title for the subject parcels in order to move forward with any development plans and meet the requirements of the Land Development Regulations.

**CONSEQUENT ACTION:**

The Historic Resources Preservation Board can choose to recommend approval of the application; recommend approval of the application with conditions; continue the hearing to a date certain to request additional information; or recommend denial of the application. The decision of the Historic Resources Preservation Board will be submitted to the Lake Worth City Commission for final determination of the rezoning request.

**POTENTIAL MOTION:**

I MOVE TO **APPROVE/DENY** HRPB Project Number 15-01300001: Recommending approval for the Request for a Rezoning of +/- .93 acres of property from Medium-Density Multi-Family Residential (MF-30) to Downtown (DT), with the conditions as recommended by Staff.

**ATTACHMENTS:**

1. Decision Criteria – New Construction
2. Photographs
  - a. Sign Posted
3. Proposed Architectural Plans, revised 10/16/2015
4. Approved Architectural Plans, dated 7/10/2015

# LOCATION MAP



# Exhibit A

## Excerpt from the City of Lake Worth Zoning Map



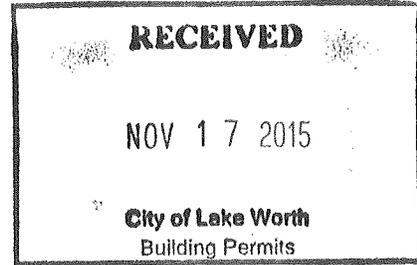
-  Property
-  Medium-Density Multi-Family Residential, 30 du/net acre (MF-30)
-  Downtown (DT)

Excerpt from the City of Lake Worth Future Land Use Map



 Property

 Downtown Mixed Use (DMU)



3:55 pm

**Historic Resources Preservation Board  
City of Lake Worth**

November 17, 2015

**RE:** HRPB Project Number 15-01300001  
A request by Beth Schrantz and Bonnie Miskel

Dear Members of the Board:

My husband and I own a property across from the SW corner of the Gulfstream property so the future of our location and those of the properties along South Lakeside Drive are directly affected by any building or changes that happen there.

Like many of my neighbors, we are not against new construction, however we want it to work within the standards established and the wishes voted by the people of Lake Worth for a low-rise, downtown community.

In reviewing the plans and drawings of Hudson Holdings, as they are presented for this meeting, and in light of their actions of the past year, it would appear that the interests of the community's goals are not being met; rather, once again, we are being asked to give allowances to speculators for their benefit, with very little respect for the residents of Lake Worth.

Until Hudson Holdings has presented more information and details (renderings) of the plans for their use of the above referenced property, **please vote no against the re-zoning of the Gulfstream property.**

Sincerely,

A handwritten signature in cursive script that reads "Susan Ona".

Susan Ona

Property: 1st Avenue South & Lakeside Drive (NW Corner)



**CITY OF LAKE WORTH**  
1900 2<sup>nd</sup> Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

**Minutes**  
**Regular Meeting**  
**City of Lake Worth**  
**Historic Resources Preservation Board**  
**City Hall Commission Room**  
**7 North Dixie Hwy; Lake Worth, FL**

**WEDNESDAY, NOVEMBER 18, 2015 6:00 PM**

1. Roll Call and Recording of Absences: Herman Robinson, Chair, called the meeting to order at 6:02 PM. Beth Jones Administrative Support Supervisor, called the roll. Those present were: Mr. Robinson; Jimmy Zoellner; Tom Norris; Judith Just; Darrin Engel; Loretta Sharpe; and Erin Fitzhugh Sita. Also present were: Carolyn Ansay, Assistant City Attorney; William Waters, Director for the Department of Community Sustainability; Maxime Ducoste, Planning & Preservation Manager; Aimee Sunny, Preservation Planning Coordinator; Curt Thompson, Community Planner and Ms. Jones.
2. **Pledge of Allegiance**
3. Additions/Deletions/Reordering and Approval of the Agenda
  - **Action:** Motion to approve the Agenda made by Ms. Just with a second by Mr. Norris  
**Vote:** Ayes: Mr. Robinson; Mr. Engel; Mr. Zoellner; Mr. Norris; Ms. Just; Ms. Sharpe and Ms. Fitzhugh Sita  
Nays: None  
Motion carried seven (7) to zero (0).
4. Approval of Minutes
  - A. The October 14, 2015, meeting minutes will be presented at the December 9, 2015, Historic Resources Preservation Board meeting.
5. Cases
  - A. Swearing in of Staff and Applicants
    - Ms. Jones administered the swearing in.
  - B. Proof of Publication
    1. Legal Ads

**Action:** Motion to approve the legal ads was made by Mr. Zoellner with a second by Mr. Engel.

**Vote:** Ayes: Mr. Robinson; Mr. Engel; Mr. Zoellner; Mr. Norris; Ms. Just; Ms. Sharpe and Ms. Fitzhugh Sita

Nays: None

Motion carried seven (7) to zero (0).

C. Withdrawals/Postponements

D. Consent

1. HRPB Project Number 15-00100084: Consideration of a Pre-Construction Approval for a Historic Preservation Ad Valorem Tax Exemption for the subject property located at 805 Lake Avenue; PCN# 38-43-44-21-15-017-0191. The subject property is contributing to the Old Town Local Historic District and National Register Historic District.

**Action:** Motion to approve the Consent Agenda made by Ms. Just with a second by Ms. Sharpe.

**Vote:** Ayes: Mr. Robinson; Mr. Engel; Mr. Zoellner; Mr. Norris; Ms. Just; Ms. Sharpe and Ms. Fitzhugh Sita

Nays: None

Motion carried seven (7) to zero (0).

2. HRPB Project Number 15-00100114: Consideration of a Pre-Construction Approval for a Historic Preservation Ad Valorem Tax Exemption for the subject property located at 828 North Lakeside Drive PCN# 38-43-44-21-15-420-0070. The subject property is contributing to the Northeast Lucerne Local Historic District.

**Action:** Motion to approve the Consent Agenda made by Ms. Just with a second by Ms. Sharpe.

**Vote:** Ayes: Mr. Robinson; Mr. Engel; Mr. Zoellner; Mr. Norris; Ms. Just; Ms. Sharpe and Ms. Fitzhugh Sita

Nays: None

Motion carried seven (7) to zero (0).

E. Public Hearings

1. Board Disclosure (06:09 PM)

- Mr. Engel disclosed that his employer does work for Hudson Holdings; however, he does not have any direct involvement with the project being reviewed tonight. He has not had any conversations with the public or Hudson Holdings regarding the cases. He also has had conversations with Beth Schrantz, but not regarding the cases on the Agenda.
- Mr. Robinson disclosed that he had one conversation with two employees of Hudson Holdings.
- Ms. Sharpe disclosed that she had conversations with members of the neighborhood association.

- Mr. Robinson, Mr. Engle, and Ms. Sharpe all indicated that none of their conversations would affect their decisions for the cases.
2. HRPB Project Number 15-01300001: A request by Beth Schrantz and Bonnie Miskel, Esq. of Dunay, Miskel and Backman, LLP, on behalf of HH Gulfstream Land Holdings, LLC (petitioner/applicant), to rezone +/- .93 acres of property. The subject site is located on the south side of Lake Avenue between South Lakeside Drive to the west and South Golfview Road to the east, and is located within the South Palm Park Local Historic District. The subject property consists of the following Property Control Numbers (PCNs): 38-43-44-21-15-033-0010; 38-43-44-21-15-033-0030; 38-43-44-21-15-033-0040; 38-43-44-21-15-033-0050; 38-43-44-21-15-033-0060.

Staff Comments: Maxime Ducoste (06:10 PM)

Mr. Ducoste introduced the case, noted the subject parcels and general site location, and presented the rezoning criteria and corresponding staff responses. He discussed the differences between Downtown (DT) and Multi-Family (MF30) zoning regulations as they apply to this site. Mentioned conceptual site plan, the applicant's plans to renovate the existing Gulfstream Hotel, and build new support structures. Presented two letters of opposition. Stated that because the requests as presented and documented meets the rezoning criteria, Staff recommends that the HRPB approve the rezoning request.

Applicant Presentation: Bonnie Miskel (06:40 PM)

Ms. Miskel presented an overview of the zoning request. She discussed general comprehensive planning and future land use planning principles as well as land use and zoning law. She presented the conceptual site plan and noted that a site plan is not needed for a rezoning, but one was being presented to help clarify the intent of the project. Stated that the specific details of the project will be reviewed by the HRPB under a Certificate of Appropriateness, Major Site Plan Review, and a Conditional Land Use. Presented photos and approximate heights of neighboring building. Addressed the rezoning criteria and requested that the HRPB approve the request based on all the documentation and justifications submitted in support of the request.

Public Comments: (07:20 PM)

The following people were generally opposed to the rezoning for a variety of reasons which included height allowances, intensity of use, compatibility with surrounding area, and concerns over design of project: Lynn Anderson; Katie McGiveron; Gael Silverblatt; Mary Watson; Lynda Mahoney; Dan Vasone; John Kane; Jo-Ann Golden; Andrew Swain; Susan Ona; Rosann Malakates; and Richard Stowe. In addition, this group brought up concerns with the height referendum that would have applied in this area and felt the City had erred in not amending the charter based on the approval by the voters of the referendum.

The following people generally approved the rezoning for a variety of reasons which included that the project meets the rezoning requirements, will stimulate redevelopment of the site including the rehabilitation of the historic hotel, and will revitalize the area:

Christina Morrison; Connie Stahl; James Tebbe; Bernard Guthrie; Maryann Polizzi; Peggy Fisher; Janice Keough; and Katie Curtis.

Board Member Comments:

Board members requested clarification on the rezoning process, what type of conditions can be placed on a rezoning, and whether the rezoning should take into account the proposed plans for the project. Carolyn Ansay provided clarifications, answers and legal basis for the rezoning. Board members expressed concerns over height allowance, compatibility of design, and intensity of use. The Board indicated that they support the rezoning as it generally meets the review criteria, and that they would review the specifics of the project in the future under the Certificate of Appropriateness, Major Site Plan Review, and Conditional Land Use.

**Action:** Motion for case #15-01300001 was to recommend to the City Commission, approval of the rezoning request, with the Unity of Title condition as recommended by Staff, and with the direction that the HRPB is concerned about the height, mass, bulk, design, and visual compatibility of any development on the southernmost parcel, located at the northeast corner of South Lakeside Drive and 1<sup>st</sup> Avenue South, and the HRPB recommends that the City Commission add a condition of approval related to this concern.

**Vote:** Ayes: Mr. Robinson; Mr. Engel; Mr. Zoellner; Mr. Norris; Ms. Just; Ms. Sharpe and Ms. Fitzhugh Sita  
Nays: None  
Motion carried seven (7) to zero (0).

F. Unfinished Business

1. HRPB Project Number 15-00100123: Consideration of a REVISION to a Certificate of Appropriateness (COA) for construction of a new single-family residence at the subject property located at 245 Princeton Drive; PCN# 38-43-44-15-06-011-4370. The subject property is located within the College Park Local Historic District.

Staff Comments: Aimee Sunny

Stated that the Certificate of Appropriateness for new construction of single family residence was approved by the HRPB at the August 12, 2015 regular meeting. The applicant has submitted plans for revisions to the previously approved COA, including a site plan, floor plans, elevation and a landscape plan. Ms. Sunny presented the case and clarified the extent of the proposed revisions and expressed concerns relating to the windows, front porch railing, siding material, and second floor dormer and recommended conditions to address these concerns.

Applicant Comments: Carmelo Giglio (08:30 PM)

Mr. Giglio stated that he feels strongly about revisions proposed; stated that the lowering of the front porch railing was necessary to enjoy sitting on the front porch; stated that the windows on the east side of the property created a conflict with the

floor plan; stated that he does not agree with the Staff recommendations and requested approval of the revisions as submitted.

Board Member Comments:

General questions regarding the setbacks of the proposed new construction residence and the neighboring property, the second floor ceiling heights, the applicant's preference regarding the railing height, and the additional windows or blank windows on the side elevation.

**Action:** Motion to approve the revisions made by Mr. Engle, with the Conditions recommended by Staff, except for Conditions 2 and 4; with a second by Ms. Sharpe.

**Vote:** Ayes: Mr. Robinson; Mr. Engel; Mr. Zoellner; Mr. Norris; Ms. Just; Ms. Sharpe and Ms. Fitzhugh Sita

Nays: None

Motion carried seven (7) to zero (0). (08:40 PM)

Ms. Sharpe left the dais at 08:45 PM.

#### G. New Business

1. HRPB Project Number 15-00100181: Consideration of a Certificate of Appropriateness (COA) for window replacement for the single-family residence located at 1232 South Palmway; PCN# 38-43-44-27-01-059-0010. The subject property was constructed in 1974 and is a non-contributing resource within the South Palm Park Local Historic District.

Staff Comments: Aimee Sunny

Stated that the project as proposed is not consistent with the Comprehensive Plan, the Secretary of the Interior's Standards for Historic Preservation, and the City of Lake Worth's Historic Preservation Ordinance. The Applicant has submitted an application for replacement of all the original windows to PGT impact white aluminum insulated horizontal roller windows. Most windows are proposed to be replaced in the existing openings; however, the divided light configuration and appearance of the windows is proposed to change; one window is proposed to be replaced with a sliding glass door. The type, finish and configuration of the proposed windows are not consistent with the original windows for this structure.

Staff recommends that the Board deny the application as submitted.

Applicant Comments: Michael Allison

Stated that he chose this non-contributing property that he did not believe would have to go through the Historic process. Applicant chose the sliding windows for security, as you can install interior locks on the windows. He believes the casement windows are not as secure as the sliders. He wants to make the house beautiful and secure. Noted that he also plans on landscaping the property, adding fencing, pavers, and a pergola.

Board member comments:

General comments and consensus of the board is that this is a non-contributing property built in 1974 and has very little historical or architectural significance. Therefore the board felt the changes would not damage the structure and were appropriate.

**Action:** Motion to approve application made by Mr. Engle with a second by Mr. Zoellner

**Vote:** Ayes: Mr. Robinson; Mr. Engel; Mr. Zoellner; Ms. Just; and Ms. Fitzhugh Sita

Nays: One; Mr. Norris

Motion carried five (5) to one (1). (08:55 PM)

6. Planning Issues

- Mr. Ducoste mentioned that the City is interested in having a LDR amendment workshop on December 16, 2015, and inquired about the Board's availability.
- Ms. Sunny discussed window replacement options and presented examples of different types of historic and replacement windows.

7. Public Comments (3 minute limit)

- No public comment.

8. Departmental Reports

- No Departmental Reports.

9. Board Member Comments (09:10 PM)

- Ms. Fitzhugh Sita did not have any comment.
- Mr. Engel welcomed Ms. Fitzhugh Sita, requested clarification regarding the condition and size of the Board packet, mentioned the Gulfstream hotel and surrounding properties.
- Ms. Just welcomed Ms. Fitzhugh Sita, and thanked her for her comments and creative ideas throughout the meeting.
- Mr. Robinson welcomed Ms. Fitzhugh Sita as well.
- Mr. Norris mentioned the new townhouses behind the Post Office, and that he finds the design and configuration to be a bit jarring, and wonders about whether or not they are appropriate given the proximity to the Historic District and the Post Office.
- Mr. Zoellner welcomed Mr. Fitzhugh Sita to the Board and thanked Ms. Ansary for all of her input and guidance throughout the meeting.

10. Adjournment

- The meeting adjourned at 9:20 PM.

11. Attest:

\_\_\_\_\_  
Herman Robinson, Chair

Submitted by:

\_\_\_\_\_  
Aimee Sunny, Preservation Planning Coordinator

Minutes Approved:

\_\_\_\_\_  
Date

DRAFT

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ORDINANCE NO. 2016-04 OF THE CITY OF LAKE WORTH, FLORIDA;  
CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A  
FROM A CITY ZONING OF MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL  
(MF-30) TO A CITY OF LAKE WORTH ZONING OF DOWNTOWN (DT);  
PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED;  
PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of the property described in Exhibit A,  
attached and incorporated hereto, (the "Property") has petitioned the City of Lake  
Worth (the "City") to request a change in the Property's zoning from a zoning  
district of Medium-Density Multi-Family Residential (MF-30) to Downtown (DT);  
and

WHEREAS, City staff has reviewed the request to rezone the Property  
from a City zoning district of Medium-Density Multi-Residential (MF-30) to a City  
zoning district of Downtown (DT); and

WHEREAS, on November 18, 2015, the City Historic Resources  
Preservation Board (HRPB) conducted a public hearing and voted to recommend  
approval of such zoning change; and

WHEREAS, the City Commission finds that the requested rezoning is a  
decision contingent on facts arrived at from distinct alternatives and can be  
functionally viewed as policy application, rather than policy setting, and

WHEREAS, the City Commission finds the consideration of this rezoning  
to be a quasi-judicial act rather than a legislative act of the City Commission; and

WHEREAS, the City Commission finds that the zoning district of Downtown  
(DT) is consistent with the land use designation of Downtown Mixed Use (DMU);  
and

WHEREAS, the City has duly noticed this Ordinance as required in  
Section 166.041, Florida Statutes; and

WHEREAS, the City Commission has determined based upon competent  
substantial evidence that the adoption of this Ordinance complies with the City's  
Comprehensive Plan and requirements of the City's Land Development  
Regulations and is in the best interest of the citizens and residents of the City of  
Lake Worth.

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

Section 1. The foregoing recitals are hereby affirmed, ratified and incorporated  
herein.

50 Section 2. The City Commission hereby rezones the parcel of land more  
51 particularly described in Exhibit A from the Medium-Density Multi-Family  
52 Residential (MF-30) zoning district to the Downtown (DT) zoning district.  
53

54 Section 3. The City Commission directs the City staff to ensure that the City's  
55 Official Zoning Map is amended to reflect the rezoning of the Property.  
56

57 Section 4. All ordinances or parts of ordinances in conflict herewith are hereby  
58 repealed.  
59

60 Section 5. If any provision of this Ordinance, or the application thereof to any  
61 person or circumstance is held invalid, the invalidity shall not affect other  
62 provisions or applications of the Ordinance which can be given effect without the  
63 invalid provision or application, and to this end the provisions of this Ordinance  
64 are declared severable,  
65

66 Section 6. This Ordinance shall become effective immediately upon adoption.  
67

68 The passage of this Ordinance on first reading was moved by  
69 Commissioner Amoroso, seconded by Vice Mayor Maxwell, and upon being put  
70 to a vote, the vote was as follows:  
71

72	Mayor Pam Triolo	AYE
73	Vice Mayor Scott Maxwell	AYE
74	Commissioner Christopher McVoy	NAY
75	Commissioner Andy Amoroso	AYE
76	Commissioner Ryan Maier	NAY

77  
78  
79 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first  
80 reading on the 8<sup>th</sup> of December, 2015.  
81

82 The passage of this Ordinance on second reading was moved by  
83 Commissioner \_\_\_\_\_, seconded by Commissioner  
84 \_\_\_\_\_, as amended and upon being put to a vote, the vote was  
85 as follows:  
86

87	Mayor Pam Triolo
88	Vice Mayor Scott Maxwell
89	Commissioner Christopher McVoy
90	Commissioner Andy Amoroso
91	Commissioner Ryan Maier

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Mayor Pam Triolo thereupon declared this Ordinance duly passed and enacted on the 5<sup>th</sup> day of January, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk



947 Clint Moore Road  
Boca Raton, Florida 33487

Tel: (561) 241-9988  
Fax: (561) 241-5182

**SURVEYING & MAPPING**  
Certificate of Authorization No. LB7264

---

**SKETCH AND LEGAL DESCRIPTION  
(NOT A SURVEY)**

**GULFSTREAM HOTEL - SOUTH PARCEL**

**LEGAL DESCRIPTION**

LOTS 1 THROUGH 6, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 0.930 ACRES, MORE OR LESS.

**NOTES**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID BLOCK 33 HAVING A GRID BEARING OF SOUTH 88° 37' 25" EAST, ACCORDING TO OBSERVATIONS OF PALM BEACH COUNTY CONTROL MONUMENTS "GROVER" AND "TL SCOTT".

**ABBREVIATIONS**

L	-	ARLENGTH
CONC.	-	CONCRETE
COR.	-	CORNER
D	-	DELTA (CENTRAL ANGLE)
D.E.	-	DRAINAGE EASEMENT
I.R.	-	IRON ROD
I.R.C.	-	IRON ROD AND CAP
L.B.	-	LICENSED BUSINESS
L.S.	-	LICENSED SURVEYOR
MON.	-	MONUMENT
O.R.B.	-	OFFICIAL RECORDS BOOK
P.O.B.	-	POINT OF BEGINNING
P.O.C.	-	POINT OF COMMENCEMENT
P.B.	-	PLAT BOOK
P.B.C.R.	-	PALM BEACH COUNTY RECORDS
PG.	-	PAGE
P.S.M.	-	PROFESSIONAL SURVEYOR & MAPPER
R/W	-	RIGHT-OF-WAY
U.E.	-	UTILITY EASEMENT

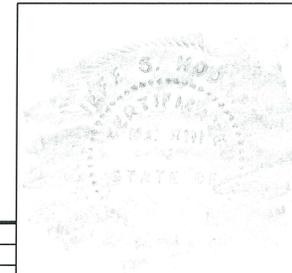
  

**CERTIFICATION**

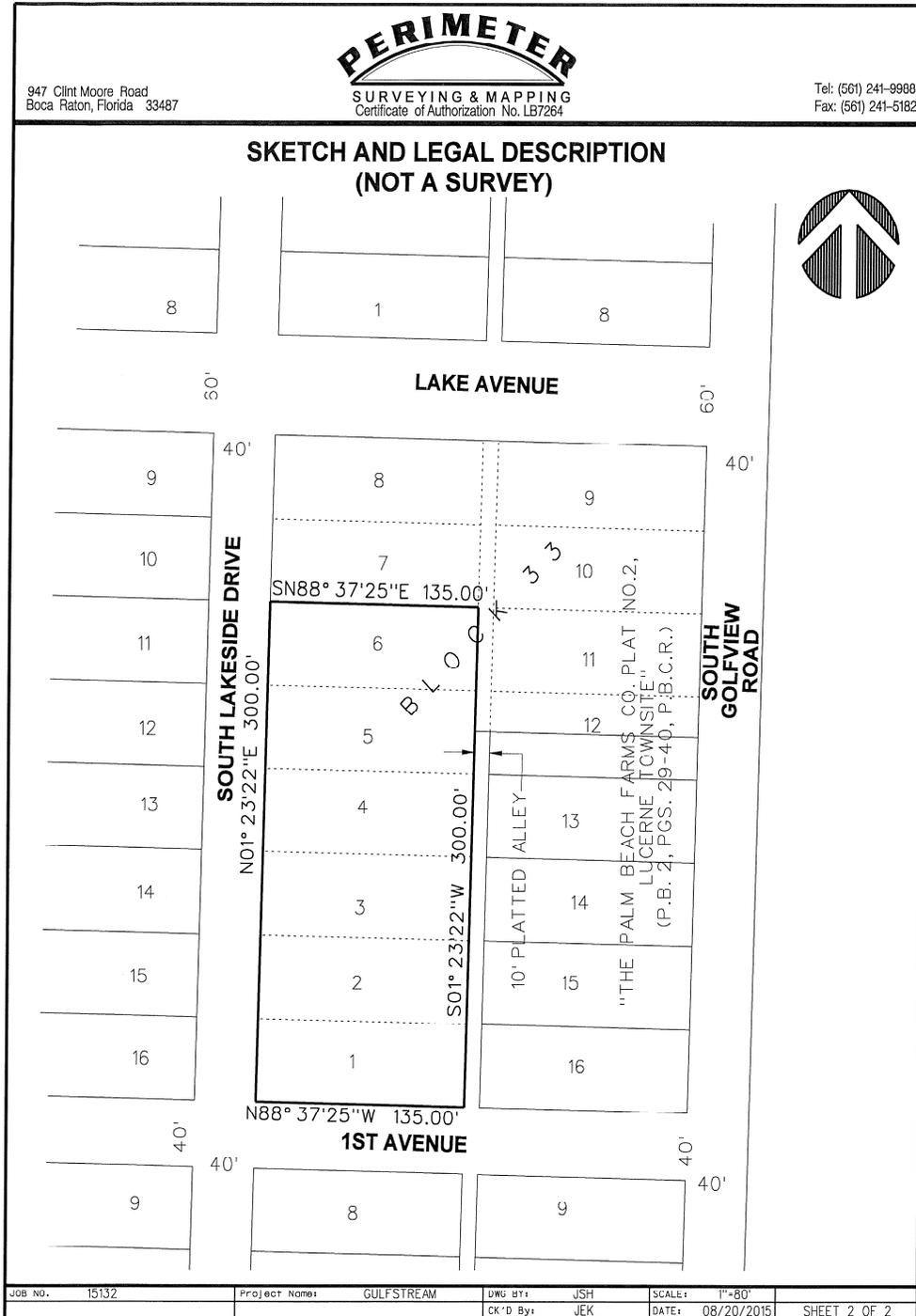
I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.



JEFF S. RODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS5111



Project Name: GULFSTREAM	DATE: 08/20/2015
JOB NO. 15132	DWG BY: JSH
	CK'D By: JEK
SHEET 1 OF 2	





**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** City Attorney

---

**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-05 – Second Reading and Public Hearing – amend the hours of sales for alcoholic beverages

**SUMMARY:**

This Ordinance amends the current hours of sales for alcoholic beverages to allow sales on Sunday mornings and prohibit off-premise consumption after 10 p.m.

**BACKGROUND AND JUSTIFICATION:**

The proposed ordinance addresses two issues regarding sales of alcoholic beverages in the City: (1) remove the prohibition on Sunday morning sales; and, (2) create a prohibition on off-premise sales after 10 p.m.

The City of Lake Worth currently prohibits the sale of alcoholic beverages on Sunday mornings from 2:00 a.m. to 11:59 a.m. *See* section 5-4 of the City's code of ordinances. Consistent with Palm Beach County and other municipalities in Palm Beach County, City staff recommends the proposed ordinance which amends section 5-4 of the City's code of ordinances to permit alcohol sales on Sunday mornings.

The City of Lake Worth currently allows alcoholic beverage sales for off-premise consumption for the same length of time as sales for on-premise consumption. The City continues to have issues with public consumption of alcoholic beverages in its parks, parking lots and streets/alleys especially after 10 p.m. To assist the City and PBSO with curbing such public consumption, the proposed ordinance would prohibit sales for off-premise consumption after 10 p.m.

Section 562.45, Florida Statutes, specifically authorizes the City to regulate the hours of sales for alcoholic beverages. If the proposed ordinance is adopted, all establishments selling alcohol for off-premise consumption must immediately comply (i.e., existing establishments will not be grand-fathered in or treated as non-conforming).

**MOTION:**

I move to approve/not approve Ordinance No. 2016-05.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

1  
2  
3 ORDINANCE NO. 2016-05 OF THE CITY OF LAKE WORTH, FLORIDA,  
4 AMENDING CHAPTER 5 "ALCOHOLIC BEVERAGES", SECTION 5-4, "HOURS  
5 OF SALE", TO ALLOW ALCOHOL SALES ON SUNDAY MORNINGS AND TO  
6 PROHIBIT THE SALES OF ALCOHOL FOR OFF-PREMISES CONSUMPTION  
7 AFTER 10:00 P.M., SUNDAY THROUGH SATURDAY; AND PROVIDING FOR  
8 SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN  
9 EFFECTIVE DATE.

10  
11 WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted  
12 municipality having such power and authority conferred upon it by the Florida  
13 Constitution and Chapter 166, Florida Statutes; and

14  
15 WHEREAS, currently, the City's code of ordinances prohibits alcohol sales  
16 from occurring on Sunday mornings before noon; and

17  
18 WHEREAS, consistent with other municipalities and Palm Beach County,  
19 the City Commission desires to amend its code to permit alcohol sales on Sunday  
20 mornings; and

21  
22 WHEREAS, currently the City's code of ordinances does not limit the  
23 hours of sale for alcoholic beverages for off-premises consumption; and

24  
25 WHEREAS, section 562.45, Florida Statutes, authorizes the City to  
26 regulate the hours of sale for alcoholic beverages; and

27  
28 WHEREAS, the City wishes to preserve and promote the peace, security,  
29 and economic success of its City by reducing the negative effects caused by open  
30 container and public intoxication violations currently taking place in its public areas  
31 after 10:00 p.m.; and

32  
33 WHEREAS, the City, through its police powers and the Municipal Home  
34 Rule Powers Act, wishes to address these types of violations by prohibiting the  
35 sales of alcoholic beverages for off-premises consumption after 10:00 p.m.; and

36  
37 WHEREAS, the City believes that this restriction on the hours of sales is  
38 reasonable and will accomplish the City's purposes without any undue  
39 discrimination; and

40  
41 WHEREAS, the City Commission has reviewed the recommended  
42 amendments and has determined that it is in the best interest of the public health,  
43 safety and general welfare of the City, its residents and visitors to adopt these  
44 amendments.

45  
46 NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF  
47 THE CITY OF LAKE WORTH, FLORIDA, that:  
48

49 Section 1. The foregoing "WHEREAS" clauses are true and correct and are  
50 hereby ratified and confirmed by the City Commission.  
51

52 Section 2. The City Commission amends Chapter 5, "Alcoholic Beverages",  
53 Section 5-4, "Hours of Sale", as follows (additional language underlined and  
54 deleted language ~~stricken through~~):  
55

56 **Sec. 5-4. - Hours of sale.**

57 (a) On-premises consumption. No person shall sell, deliver, consume or  
58 permit the sale, delivery, service or consumption of alcoholic beverages on the  
59 premises except for the following hours where a business holds a legal alcohol  
60 license:

61 ~~(a)~~ The hours of sale of alcoholic beverages of more than one (1) percent of  
62 alcohol by weight shall be: from

63  
64 ~~(1)~~ 12:00 a.m. (midnight) to 2:00 a.m., and 7:00 a.m. to 11:59 p.m., each day.  
65 ~~Monday through Saturday.~~

66  
67 ~~(2)~~ 12:00 a.m. (midnight) to 2:00 a.m., and 12:00 p.m. (Noon) to 11:59 p.m.,  
68 ~~Sunday.~~

69  
70 ~~(ab) Reserved.~~ Off-premises consumption. No person shall sell, deliver or  
71 permit the sale or delivery of alcoholic beverages for off-premises  
72 consumption except for the following hours where a business holds a legal  
73 alcohol license:

74  
75 The hours of sale of alcoholic beverages of more than one (1) percent of  
76 alcohol by weight shall be between the hours of 7:00 a.m. and 10:00 p.m.,  
77 each day, unless otherwise permitted under Florida Statutes.  
78

79 (c) Enforcement. A law enforcement officer authorized to enforce the laws of  
80 the State within the City of Lake Worth may enforce the provisions of this  
81 section, including through the issuance of a notice to appear. Any violation of  
82 any of the provisions of this section shall be prosecuted as a misdemeanor of  
83 the second degree and punished by a fine of not more than five hundred  
84 dollars (\$500.00) and/or imprisonment in an authorized facility for not more  
85 than sixty (60) days. The remedy provided for in this section is not exclusive.  
86 The city may pursue any other legal or equitable remedies available under  
87 law, including without limitation, code enforcement.  
88

89 Section 3. Severability. If any section, subsection, sentence, clause, phrase or  
90 portion of this Ordinance is for any reason held invalid or unconstitutional by any  
91 court of competent jurisdiction, such portion shall be deemed a separate, distinct,  
92 and independent provision, and such holding shall not affect the validity of the  
93 remaining portions thereof.  
94

95 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
96 conflict herewith are repealed to the extent of such conflict.

97  
98 Section 5. Codification. The sections of the ordinance shall be made a part of  
99 the City code of ordinances and may be re-numbered or re-lettered to accomplish  
100 such, and the word "ordinance" may be changed to "section", "division", or any  
101 other appropriate word.

102  
103 Section 6. Effective Date. This Ordinance shall take effect ten days after its  
104 adoption.

105  
106 The passage of this Ordinance on first reading was moved by Vice Mayor  
107 Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the  
108 vote was as follows:

- 109
- 110 Mayor Pam Triolo AYE
- 111 Vice Mayor Scott Maxwell AYE
- 112 Commissioner Christopher McVoy AYE
- 113 Commissioner Andy Amoroso AYE
- 114 Commissioner Ryan Maier AYE
- 115

116 The Mayor thereupon declared this Ordinance duly passed on first reading  
117 on the 8<sup>th</sup> day of December, 2015.

118  
119 The passage of this Ordinance on second reading was moved by  
120 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and  
121 upon being put to a vote, the vote was as follows:

- 122
- 123 Mayor Pam Triolo
- 124 Vice Mayor Scott Maxwell
- 125 Commissioner Christopher McVoy
- 126 Commissioner Andy Amoroso
- 127 Commissioner Ryan Maier
- 128

129 The Mayor thereupon declared this Ordinance duly passed and enacted  
130 on the 5<sup>th</sup> day of January, 2016.

131  
132 LAKE WORTH CITY COMMISSION

133  
134  
135 By: \_\_\_\_\_  
136 Pam Triolo, Mayor

137  
138 ATTEST:  
139  
140 \_\_\_\_\_  
141 Pamela J. Lopez, City Clerk

142



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016 – 06 - First Reading - provide regulations for “public property” and schedule the public hearing date for January 19, 2016

**SUMMARY:**

The Ordinance provides regulations for property that is zoned “public” and owned by the City.

**BACKGROUND AND JUSTIFICATION:**

The Ordinance amends regulations regarding City parks to extend those regulations to “public property”. “Public property” is defined in the Ordinance as property zoned as “public” and owned by the City. Examples of “public property” include, but are not limited, to the Downtown Cultural Plaza, City Hall complex, shuffleboard court complex and water/electric utilities and public service complex. As currently provided for parks, the Ordinance will prohibit persons from being in or on “public property” after the posted closing hours. The closing hours are to be set by City resolution (to be provided at second reading). It is anticipated that the closing hours shall be from 10:00 p.m. to 6:00 a.m., seven days a week.

**MOTION:**

I move to approve/not approve the Ordinance No. 2016-06 on first reading and schedule the public hearing date for January 19, 2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

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ORDINANCE NO. 2016-06 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7 “BEACHES, PARKS AND RECREATION”, ARTICLE I “PARKS AND RECREATIONAL FACILITIES”, TO SET FORTH REGULATIONS GOVERNING PROPERTY THAT IS ZONED PUBLIC AND OWNED BY THE CITY; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and,

WHEREAS, the City owns several parcels of real property that are zoned as “public” and, in most cases, are open to the public; and,

WHEREAS, the City has received numerous complaints regarding various activities at some of these public parcels which raise concerns for the public health, safety and welfare of the City’s residents and visitors; and,

WHEREAS, unlike the City’s parks, the City does not have specific regulations governing the City’s public parcels including, without limitation, closing hours; and,

WHEREAS, the City Commission desires to set forth regulations governing the use of these public parcels; and,

WHEREAS, the City Commission deems it necessary in order to further public health, safety and welfare of its residents and visitors to establish regulations for its public parcels.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 7 “BEACHES, PARKS AND RECREATION”, Article I “PARKS AND RECREATION FACILITIES”, is hereby amended to read as follows:

**ARTICLE I. – PARKS, AND RECREATIONAL FACILITIES AND PUBLIC PROPERTY**

**Sec. 7-1. - Definitions.**

For the purposes of this article, the following words shall have the meaning ascribed to them below:

51 *Park, park grounds or recreation facility or recreational facility area* shall  
52 mean a park, playground, gymnasium, athletic field or court, recreation center  
53 or any other area in the city owned by the city and devoted to active or passive  
54 recreation, but for purpose of this article shall not include the municipal beach  
55 area which is specifically regulated by chapter 7, article VI of this Code.  
56

57 Public property and public property grounds shall mean all property owned  
58 by the city that has a zoning designation of "Public".  
59

60 *Vehicle* shall mean any wheeled conveyance which is motor-powered,  
61 animal-drawn or self-propelled device designed and used for the purpose of  
62 transporting or moving any person or property from one place to another but not  
63 operated upon rails or guide way, including but not limited to the following:  
64 automobiles, motorcycles, trucks, motorcycles, motorized scooter, mini bike; all-  
65 terrain vehicles (ATVs), golf carts, low-speed vehicle, moped scooter or other  
66 similar vehicle. The term shall include any trailer in tow of any size, kind or  
67 description. Exception is made for baby carriages and vehicles in service of the  
68 city or its authorized law enforcement and fire agency.  
69

70 **Sec. 7-2. - Hours for parks and public property.**  
71

- 72 (a) It shall be unlawful for any person to enter and go upon any park or public  
73 property grounds in the city during times when said grounds are not  
74 opened for the public use. The park and public property grounds to be  
75 closed and the hours of closing shall be established by resolution of the  
76 city commission subject to amendment from time to time in the discretion  
77 of the city commission.  
78 (b) Entry onto park or public property grounds during hours at which such park  
79 or public property is closed shall be deemed a trespass in violation of this  
80 article and punishable under the provisions of section 1-6 of this Code.  
81 (c) Park and public property hours shall be adequately posted on the park and  
82 public property grounds. It shall not be a defense to a prosecution under  
83 this section that the person charged had no actual knowledge of the park  
84 or public property hours.  
85

86 **Sec. 7-3. - Fishing from bridge, old bridge structures, causeways.**  
87

88 It shall be unlawful for any person to fish from the Lake Worth Bridge (SR  
89 802), commonly known as the "Robert A. Harris Bridge," by any means and at  
90 any time.

91 **Sec. 7-4. - Use of bicycles, roller skates, skateboards or other type of**  
92 **coaster vehicles.**

- 93 (a) It shall be unlawful for any person to ride a bicycle, roller skates, a  
94 skateboard or other type of coaster vehicle upon any sidewalk or other  
95 pedestrian way located in the city's beach and casino areas, and in the  
96 downtown area of the city, bounded on the north by the northern

97 boundary of the right-of-way known as Second Avenue North, on the west  
98 by the western boundary of the right-of-way known as A Street, on the  
99 south by the southern boundary of the right-of-way known as First  
100 Avenue South and on the east by the eastern boundary of the right-of-  
101 way known as Golfview Lane.

102 (b) It shall be unlawful for any person to ride a bicycle, roller skates, a  
103 skateboard or other type of coaster vehicle upon or within the bandshell  
104 at Bryant Park or upon any bench, table, bleacher seat, stadium seat, or  
105 upon or within any other building or structure not designed and posted  
106 for such use within any public park or public property of the city.

107 **Sec. 7-5. - Operation of vehicles confined to roads.**

108 No person in a park or on public property shall drive any vehicle on any  
109 area except the established park roads or parking areas, or such other areas as  
110 may on occasion be specifically designated and posted as temporary parking,  
111 exhibition or vending areas by the city.

112 **Sec. 7-6. - Prohibition against vending and peddling.**

113 (a) No person in a park or recreational facility or on public property shall  
114 expose or offer for sale, lease or barter any article or thing, nor shall  
115 he/she station or place any stand or vehicle for the transportation, sale  
116 or display of such article or thing. Exception is here made as to any  
117 properly licensed licensee or concessionaire acting pursuant to a lawful  
118 agreement with the city.

119 (b) No person shall park or station on any park property or public property  
120 any vehicle displaying a sign or notice with the intent of offering said  
121 vehicle for sale or exchange.

122 (c) No person shall advertise or offer for sale any article, material, or  
123 service, nor place any stand, cart, or vehicle for the transportation, sale,  
124 trade or display of any article, material or service for sale or trade within  
125 any park or recreational area or on public property unless in conjunction  
126 with a permitted use of a reserved park or recreational facility area, with  
127 prior written agreement of the city and with proper licensing.

128 (d) No person shall distribute, display or affix any printed materials or  
129 advertisements to or within any park or recreational facility property or  
130 on public property. Exceptions to this rule are printed materials or  
131 advertisements permanently affixed on vehicles or on clothing,  
132 distribution of printed handbills or leaflets the purpose of which is not  
133 solely commercial, announcements of park sponsored or sanctioned  
134 events; authorized signs located entirely within concession structures,  
135 and signs or distribution of printed materials in conjunction with a  
136 permitted use of reserved park or recreational facility area.

137 (e) No person shall utilize any park property or public property to facilitate a  
138 commercial operation, whether land-based or from a vehicle or the

139 water, without authorization from the leisure services director or his/her  
140 designee and proper licensing from the city.

141 **Sec. 7-7. - Preservation of property and natural features.**

142 No person shall injure, deface, disturb or defoul any part of any park, or  
143 recreational area or public property or any building, sign, equipment or other  
144 property, located thereon; nor shall any tree, flower, shrub, rock or other mineral  
145 be removed, injured or destroyed.

146 **Sec. 7-8. - Plant and wildlife protection and preservation.**

147 (a) Within any park, or recreational area or public property, no person shall  
148 cut, carve, or injure the bark or break off limbs or branches or pick the  
149 flowers or seeds, of any tree, plant or shrub, nor shall any person dig in  
150 or otherwise disturb grass areas, or install any vegetation, or in any other  
151 way injure or impair the natural beauty or usefulness of any area, nor shall  
152 any person pile debris or material of any kind on or about any tree or plant,  
153 or attach any rope, wire, or other contrivance therein, whether temporary  
154 or permanent in character or use, without prior approval by the leisure  
155 services director. No person shall tie or hitch any animal to any tree or  
156 plant on any park or recreational area.

157 (b) No person shall sit, stand, lie, or otherwise trample upon any flower  
158 garden, flower bed, hedge, planter, bushes, or planting areas.

159 (c) No person shall remove, molest, harm, frighten, kill, trap, hunt, chase,  
160 shoot or throw any object at any animal, nor shall any person remove or  
161 possess the eggs, nests or young of any wild animal whether alive or dead  
162 without prior approval from the director.

163 (d) It shall be unlawful for any person to knowingly interfere with or damage  
164 any humane animal trap owned by the department, or another county  
165 department or agent, or to molest or release any animal caught therein.

166 (e) In accordance with both federal and state law, no person shall disturb or  
167 handle any sea turtles, their eggs or their nests.

168 **Sec. 7-9. - Regulation of conduct in parks and recreation areas and on**  
169 **public property.**

170 In addition to the regulations contained in sections 7-1 through 7-7 of this  
171 article, the following regulations shall apply to all parks and recreation facilities  
172 and public property. Conduct relating specifically to the municipal beach area  
173 shall be proscribed by chapter 7, article VI of this Code.

174 (a) *Fires.*

175 (1) Ground or bonfires. Ground fires and bonfires are prohibited in all parks  
176 and recreation areas and on public property unless authorized by the City  
177 for a City event.

178 (2) Personal grills. The use of personal grills in park areas is prohibited.  
179 Any grilling is restricted to and shall occur only on city provided BBQ grills  
180 which shall be available on a "first come, first serve basis".

181 (3) Use of city grills. BBQ grills provided by the city are designed for use  
182 with charcoal only. The use of wood or other flammable materials in such  
183 grills is prohibited. Visitors are responsible for insuring that their fire in the  
184 city BBQ grill is properly monitored and extinguished before they leave the  
185 area.

186 (4) No person shall drop, throw, or otherwise deposit lighted matches,  
187 burning cigarettes or cigars, or other flammable material within any park  
188 property.

189 (b) *Recreational activity areas.* Areas designated or intended for use by the  
190 public as recreational areas such as horseshoe pits, athletic courts,  
191 shuffleboard courts, fields, gymnasiums, tot lots, and playgrounds shall  
192 not be used for any unintended non-recreational purpose unless  
193 approved by the city.

194 (c) *Restrooms.* Restrooms or washrooms intended or designated for use by  
195 the public shall be used for their intended purpose.

196 (d) *Public use.* No person shall utilize any park, park grounds, ~~or~~ recreational  
197 facility property or public property in a manner as to exclude or interfere  
198 with its use by other persons.

199 (e) *Climbing upon park, ~~or~~ recreational facility property or public property.*  
200 No person shall climb, stand or sit upon monuments, vases, fountains,  
201 railings, fences, historically designated trees or upon any other property  
202 not designated or customarily used for such purposes.

203 (f) *Pollution of waters.* No person shall throw, discharge or otherwise place  
204 or cause to be placed in the waters of any fountain, pond, lake, stream,  
205 bay or other body of water within any park property any substance,  
206 matter or thing, liquid or solid, which will or may result in the pollution of  
207 said waters.

208 (g) *Refuse, trash and litter.* Park and recreational facility or public property  
209 patrons are responsible at all times for proper disposal of their trash. Any  
210 trash generated outside park and recreation facilities or public property  
211 may not be disposed of inside the park or on public property or in any park  
212 or recreational facility. No person shall dump or deposit any bottles, broken  
213 glass, ashes, printed material, paper, boxes, cans, dirt, rubbish, waste,  
214 garbage, refuse or other trash upon any park property or public property.  
215 Persons shall place all bottles, broken glass, ashes, printed material,  
216 paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash in  
217 the proper receptacles where provided; where receptacles are not  
218 provided, same shall be carried away from park or recreational facility  
219 property or public property by the person or persons responsible for its  
220 presence and properly disposed of elsewhere.

221 (h) *Animals.*

222 (1) Except in specified areas, domesticated animals, except those  
223 considered to be a nuisance, are permitted within park property or public

224 property. Said animals must be restrained at all times at a distance of not  
225 greater than six (6) feet in length from their handler. For purposes of this  
226 section, nuisance shall mean an animal that habitually barks, whines,  
227 howls or causes other objectionable noise resulting in a serious  
228 annoyance; or an animal that disturbs the peace by habitually or  
229 repeatedly destroying, desecrating or soiling park property, chasing  
230 persons, cars or other vehicles, running at large, or other behavior that  
231 interferes with the reasonable use and enjoyment of the park property.

232 (2) No person shall bring into, nor allow to enter, any park property or  
233 public property any non-domesticated animals including, but not limited to  
234 cattle, mules, swine, sheep, goats, fowl or reptiles except where, in  
235 conjunction with projects sponsored by the city or in conjunction with a city  
236 approved special event where approval is received from the director of  
237 leisure services and are subject to containment or restraint.

238 (3) No person shall bring into, nor allow to enter, any park property or  
239 public property any dangerous dog, as defined in Ordinance No. 98-22, the  
240 Palm Beach County Animal Care and Control Ordinance, as it may be  
241 amended.

242 (i) *Camping*. No person shall camp within any park property or public  
243 property.

244 (j) *Fireworks and explosives*.

245 (1) No person shall bring into or have in his possession, or set off or  
246 otherwise cause to explode or discharge or burn within any park property  
247 or public property any firecrackers, torpedoes, rockets or other fireworks or  
248 explosives of flammable material, or discharge them or throw them onto  
249 any park property or public property from land or water adjacent thereto.  
250 Parents or guardians shall be held strictly responsible and accountable for  
251 the actions of minors.

252 (2) Fireworks shall be permitted at a city sponsored, co-sponsored special  
253 event carried out in a park or recreational facility or on public property  
254 subject to full compliance with state law and county fire code or other  
255 applicable county or city ordinances which regulate said fireworks display.

256

257 **Sec. 7-10. - Regulation exceptions.**

258 All government activities, including those of the city's designated law  
259 enforcement officers and fire rescue personnel, carried out in the ordinary  
260 course and scope of their employment, shall be exempt from the provisions of  
261 this article. Acts or conduct prohibited by the rules shall be permitted when  
262 approved by the leisure services director or his/her designee and occurring in  
263 conjunction with city-sponsored, co-sponsored, or city-approved special events,  
264 including but not limited to, promenade, plant shows and home shows.

265 **Sec. 7-11. - Habitual violators.**

266 Any person determined by the city or its designated law enforcement  
267 officers or fire rescue personnel to be a habitual violator of this article may be

268 ordered to remain out of city parks or recreational facilities for a period of time  
269 not to exceed six (6) months. Habitual violator, for purposes of these rules and  
270 regulations, shall be defined as any person that has been ordered by the  
271 department of leisure services director, code enforcement officers and those  
272 designated by the city to enforce its Code of Ordinances or its designated law  
273 enforcement officers or fire rescue personnel to leave a city park or recreational  
274 facility three (3) times within any 12-month period.

275 **Sec. 7-12. - Other rules and regulations.**

276 The city commission may, by resolution, establish other rules and  
277 regulations for the use of, or for conduct within, any or all of the city parks or  
278 public property. Any person who violates any such rule or regulation shall be  
279 deemed to have violated this section and shall be subject to the penalties set  
280 forth in section 1-6; provided, that if a rule or regulation established by  
281 resolution is not also established by ordinance, the violator shall first be  
282 informed that his or her conduct is in violation and shall be given a reasonable  
283 opportunity to cease and desist such conduct.

284  
285 Section 3. Severability. If any section, subsection, sentence, clause, phrase or  
286 portion of this Ordinance is for any reason held invalid or unconstitutional by  
287 any court of competent jurisdiction, such portion shall be deemed a separate,  
288 distinct, and independent provision, and such holding shall not affect the validity  
289 of the remaining portions thereof.

290  
291 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
292 conflict herewith are hereby repealed to the extent of such conflict.

293  
294 Section 5. Codification. The sections of the ordinance may be made a part of  
295 the City Code of Laws and ordinances and may be re-numbered or re-lettered  
296 to accomplish such, and the word "ordinance" may be changed to "section",  
297 "division", or any other appropriate word.

298  
299 Section 6. Effective Date. This ordinance shall take effect ten days after its  
300 adoption.

301  
302 The passage of this Ordinance on first reading was moved by  
303 \_\_\_\_\_, seconded by \_\_\_\_\_, and  
304 upon being put to a vote, the vote was as follows:

305  
306 Mayor Pam Triolo  
307 Vice Mayor Scott Maxwell  
308 Commissioner Christopher McVoy  
309 Commissioner Andy Amoroso  
310 Commissioner Ryan Maier

311  
312 The Mayor thereupon declared this Ordinance duly passed on first  
313 reading on the 5<sup>th</sup> day of January, 2016.

314

315           The passage of this Ordinance on second reading was moved by  
316 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to  
317 a vote, the vote was as follows:

- 318
- 319           Mayor Pam Triolo
- 320           Vice Mayor Scott Maxwell
- 321           Commissioner Christopher McVoy
- 322           Commissioner Andy Amoroso
- 323           Commissioner Ryan Maier

324

325           The Mayor thereupon declared this Ordinance duly passed and enacted  
326 on the 19<sup>th</sup> day of January, 2016.

327

328

329

330

LAKE WORTH CITY COMMISSION

331

332

333

By: \_\_\_\_\_  
Pam Triolo, Mayor

334

335

336 ATTEST:

337

338

339 \_\_\_\_\_  
Pamela J. Lopez, City Clerk

340



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-07 - First Reading – amend various ordinances to include sexual orientation and gender identity or expression within said provisions and schedule the public hearing date for January 19, 2016

**SUMMARY:**

The Ordinance amends various ordinances that did not specifically include the categories of sexual orientation and/or gender identity or expression as it relates to equal opportunity within the City. The proposed amendments include sexual orientation and/or gender identity or expression within said provisions.

**BACKGROUND AND JUSTIFICATION:**

The City has been interpreting and operating under the current code consistent with the intent of these changes. However, Rand Hoch, President and Founder of the Palm Beach Human Rights Council has requested that the City correct a typographical error in Chapter 20, Article I, Section 20-2, relating to “gender identity or expression” as well as to request the City include “sexual orientation” and “gender identity or expression” in the following provisions: Lake Worth Fair Housing Act, Merit Service, and Purchasing. While not required, it is recommended that the City adopt amended language to include sexual orientation and/or gender identity or expression within said provisions.

**MOTION:**

I move to approve / not approve Ordinance No. 2016- 07 on first reading and schedule the public hearing date for January 19, 2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

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ORDINANCE NO. 2016-07 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 20 "CIVIL RIGHTS", ARTICLE I "LAKE WORTH CIVIL RIGHTS ACT", SECTION 20-2, "ADOPTION OF LAKE WORTH CIVIL RIGHTS ACT" AND ARTICLE II "LAKE WORTH FAIR HOUSING ACT", SECTION 20-11, "PURPOSE"; AND AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE III "MERIT SERVICE", SECTION 2-30(b) "POLICY DECLARED" AND ARTICLE XIV "PURCHASING", SECTION 2-111(e) "PROCUREMENT CODE" TO INCLUDE SEXUAL ORIENTATION AND GENDER IDENTITY OR EXPRESSION WITHIN SAID PROVISIONS; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and,

WHEREAS, the City Commission wishes to update the City's Ordinances to ensure "sexual orientation" and "gender identity or expression" are included in the relevant code sections relating to equal opportunity; and,

WHEREAS, the City Commission has reviewed the recommended ordinances and has determined that it is in the best interest of the public health, safety and general welfare of the City, its residents and visitors to adopt this ordinance.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 20 "CIVIL RIGHTS", Article I "LAKE WORTH CIVIL RIGHTS ACT", Section 20-2 "Adoption of Lake Worth Civil Rights Act" is hereby amended to read as follows:

Sec. 20-2. - Adoption of Lake Worth Civil Rights Act.

The Florida Civil Rights Act of 1992, chapter 760, sections 760.01 through 760.11 and section 509.092 is adopted by reference as the Lake Worth Civil Rights Act, subject to and including by reference such amendments, corrections and additions as shall occur to the Florida Civil Rights Act of 1992, and such amendments, corrections or additions as may appear in this Chapter. In addition, a discriminatory practice for purposes of the Lake Worth Civil Rights Act shall include a practice based upon a person's sexual orientation, which is the state of being heterosexual, homosexual or bisexual, or having a history of such identification or a person's gender identity or expression. "Sexual orientation" means the state of being heterosexual, homosexual or bisexual, or having a history of such identification. "Gender identity" ~~and~~ or gender

51 expression" means a person's various individual attributes, actual or perceived  
52 as they are understood to be masculine and/or feminine, or a person's self-  
53 identity, self-image, appearance or expression as a man or woman, whether or  
54 not different from those traditionally associated with the person's sex at birth.

55

56 Section 3. Chapter 20 "CIVIL RIGHTS", Article II "LAKE WORTH FAIR  
57 HOUSING ACT", Section 20-11 "Purpose" is hereby amended to read as  
58 follows:

59

60 Sec. 20-11. - Purpose.

61

62 The city commission of the City of Lake Worth desires, in the exercise of its  
63 police power for the public health, safety and general welfare, to assure  
64 within constitutional limitation equal opportunity to all persons to live in  
65 available housing facilities regardless of race, color, religion, sex, sexual  
66 orientation, gender identity or expression, national origin, age, handicap or  
67 marital status, within constitutional limitations, and, to that end, to prohibit  
68 discrimination in housing by any person. The city commission also desires to  
69 adopt an ordinance which is consistent with state law and which affords its  
70 citizens a clear channel of access to a state-mandated remedy in the case of  
71 alleged discrimination, to wit the Florida Commission on Human Relations.

72

73 Section 4. Chapter 2 "ADMINISTRATION", Article III "MERIT SERVICE",  
74 Section 2-30(b) "Policy Declared" is hereby amended to read as follows:

75

76 Sec. 2-30(b). - Policy Declared.

77

78 No person employed in the merit service, or seeking admission thereto, shall in  
79 any way be favored or discriminated against because of religious or political  
80 affiliations or beliefs, racial or national origin, age, sex, sexual orientation,  
81 gender identity or expression, or handicap, where the handicapped persons are  
82 able to perform the work they are seeking.

83

84 Section 5. Chapter 2 "ADMINISTRATION", Article XIV "PURCHASING",  
85 Section 2-111(e) "Procurement code" is hereby amended to read as follows:

86

87 Sec. 2-111(e). – Procurement code.

88

89 *Equal opportunity.* No person or business shall be excluded from participation  
90 in, denied benefits of, or otherwise discriminated against in connection with  
91 procurement by the city on the grounds of race, color, religion, sex, gender  
92 identity or expression, national origin, age, disability, familial status, marital  
93 status, or sexual orientation.

94

95 Section 6. Severability. If any section, subsection, sentence, clause, phrase or  
96 portion of this Ordinance is for any reason held invalid or unconstitutional by  
97 any court of competent jurisdiction, such portion shall be deemed a separate,

98 distinct, and independent provision, and such holding shall not affect the validity  
99 of the remaining portions thereof.

100  
101 Section 7. Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
102 conflict herewith are hereby repealed to the extent of such conflict.

103  
104 Section 8. Codification. The sections of the ordinance may be made a part of  
105 the City Code of Laws and ordinances and may be re-numbered or re-lettered  
106 to accomplish such, and the word "ordinance" may be changed to "section",  
107 "division", or any other appropriate word.

108  
109 Section 9. Effective Date. This ordinance shall take effect ten days after its  
110 adoption.

111  
112 The passage of this Ordinance on first reading was moved by  
113 Commissioner \_\_\_\_\_, seconded by Commissioner  
114 \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- 115
- 116 Mayor Pam Triolo
- 117 Vice Mayor Scott Maxwell
- 118 Commissioner Christopher McVoy
- 119 Commissioner Andy Amoroso
- 120 Commissioner Ryan Maier
- 121

122 The Mayor thereupon declared this Ordinance duly passed on first  
123 reading on the 5<sup>th</sup> day of January, 2016.

124  
125 The passage of this Ordinance on second reading was moved by  
126 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and  
127 upon being put to a vote, the vote was as follows:

- 128
- 129 Mayor Pam Triolo
- 130 Vice Mayor Scott Maxwell
- 131 Commissioner Christopher McVoy
- 132 Commissioner Andy Amoroso
- 133 Commissioner Ryan Maier
- 134

135 The Mayor thereupon declared this Ordinance duly passed and enacted  
136 on the 19<sup>th</sup> day of January, 2016.

137  
138 LAKE WORTH CITY COMMISSION

139  
140 By: \_\_\_\_\_  
141 Pam Triolo, Mayor

142 ATTEST:  
143  
144 \_\_\_\_\_  
145 Pamela J. Lopez, City Clerk  
146



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 04-2016 – declare the City’s intent to use the uniform method of collecting non-ad valorem assessments for certain nuisance abatements

**SUMMARY:**

This Resolution declares the City’s intent to collect non-ad valorem assessments for costs spent to abate certain nuisance violations such as lot clearing, boarding and securing, and demolition services.

**BACKGROUND AND JUSTIFICATION:**

Section 197.3632, Florida Statutes, provides a uniform method for the levy, collection and enforcement of non-ad valorem assessments. To use the uniform method of levying and collecting non-ad valorem assessments for the first time, the statute requires the adoption of a resolution prior to January 1, 2016 or March 1, 2016, if the City, the Property Appraiser and the Tax Collector agree. All parties agreed to the March 1, 2016 deadline. The statute also requires the Notice of Intent to be published one time each week for four consecutive weeks prior to the adoption of the resolution. The Notice of Intent was published in the *Palm Beach Post* the weeks of December 7, 14, 21 and 28, 2015. Back in 2012, the City adopted the required resolutions to collect non-ad valorem assessments for chronic nuisance services and chronic nuisance services by abatement. These services are authorized under the Chronic Nuisance Services Property Code. By this current resolution, the City will be collecting non-ad valorem assessments for the abatement of nuisance violations in the form of lot clearings, board and secures and demolitions. These services are authorized under the Lot Clearing Ordinance, the Board and Secure Ordinance and the Unsafe Building Abatement Code. Adoption of this Resolution will allow the tax collector to bill and collect these lot clearing, board and secure, and demolition assessments in conjunction with the ad valorem taxes.

**MOTION:**

I move to approve / not approve Resolution No. 04-2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Resolution

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RESOLUTION NO. 04-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE CITY’S INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COST OF PROVIDING LOT CLEARING SERVICES, BOARDING AND SECURING SERVICES AND DEMOLITION SERVICES ON PRIVATE REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth, Florida has, pursuant to sec. 12-42, sec. 2-75.2.7, and section 9-2.2(q) of the Code of Ordinances, established the City’s authority to levy special assessments against private real property for the costs of eliminating nuisance conditions on such properties in the form of lot clearing services, boarding and securing services, and demolition services (collectively, “Abatement Services”); and

WHEREAS, the City intends to use the uniform method for collecting such non-ad valorem assessments for the cost of providing these Abatement Services within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended from time to time, commencing in November 2016, because this method will allow such special assessments to be collected annually in the same manner as provided for ad valorem taxes; and

WHEREAS, the City has held a duly advertised public hearing prior to the adoption of this Resolution, and the proof of publication of such hearing notice is attached hereto as Exhibit “A” which is incorporated herein by reference.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Commencing with the Fiscal Year beginning October 1, 2016, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended from time to time, for collecting non-ad valorem assessments for the recovery of the cost of eliminating nuisance conditions on real property in the form of lot clearing services, boarding and securing services, and demolition services.

Section 3. All real property located within the corporate boundary of the City of Lake Worth may be subject to such non-ad valorem assessment. A legal description of such area subject to the assessment is attached hereto as Exhibit

50 "B" and is incorporated herein by reference.

51

52 Section 4. Upon adoption, the City Clerk is hereby directed to send a  
53 certified copy of this Resolution by United States mail to: (1) the Florida  
54 Department of Revenue; (2) the Palm Beach County Tax Collector; and (3) the  
55 Palm Beach County Property Appraiser, no later than March 10, 2016.

56

57 Section 5. This Resolution shall take effect upon adoption.

58

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

62

- 63 Mayor Pam Triolo
- 64 Vice Mayor Scott Maxwell
- 65 Commissioner Christopher McVoy
- 66 Commissioner Andy Amoroso
- 67 Commissioner Ryan Maier

68

69 The Mayor thereupon declared this Resolution duly passed and adopted  
70 on this 5<sup>th</sup> day of January, 2016.

71

LAKE WORTH CITY COMMISSION

72

73

74

By: \_\_\_\_\_  
Pam Triolo, Mayor

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76

77

ATTEST:

78

79

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81

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

82

Exhibit A

**CITY OF LAKE WORTH CITY COMMISSION'S  
NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING  
NON-AD VALOREM ASSESSMENTS**

The City Commission of the City of Lake Worth, Florida (“the City”) hereby provides notice, pursuant to Florida Statute § 197.3632(3)(a), of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the City for the cost of code enforcement nuisance violation abatement costs including lot clearing (sec. 12-42, as amended from time to time), boarding and securing (sec. 2-75.2.7, as amended from time to time), and demolition services (sec. 9-2.2(q), as amended from time to time) commencing for the fiscal year beginning on October 1, 2016 and continuing each year thereafter until discontinued by the City. The City Commission will consider the adoption of a resolution electing to use the uniform method of collection of such assessments authorized by Florida Statute § 197.3632 at a public hearing to be held at 6:00 p.m., January 5, 2016, or as soon thereafter as the matter may be heard, at the City Commission Chambers, 7 N. Dixie Highway, Lake Worth, Florida. Such resolution will state the need for the levy and will contain a legal description/map of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the boundaries of the real property subject to the levy, are on file at the City Clerk’s Office, 7 N. Dixie Highway, Lake Worth, Florida. All interested persons are invited to attend and may be heard with respect to the resolution.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-reference public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact the City Clerk at (561) 586-1662, at least 48 hours prior to the date of the hearing.

Dated this 7<sup>th</sup> day of December, 2015.

Published:  
Palm Beach Post  
December 10, 17, 24, and 31

Exhibit B

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The boundaries of the City of Lake Worth, a municipal corporation in Palm Beach County, Florida, shall be as follows:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE NORTHEAST ONE-QUARTER (NE- 1/4) OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; RUN THENCE WESTERLY ALONG THE EAST AND WEST CENTERLINE OF SAID SECTION 33 TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 33; THENCE WESTERLY ALONG THE EAST AND WEST CENTERLINE OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST, TO THE WESTERLY RIGHT OF WAY LINE OF HIGH RIDGE ROAD; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF LAKE OSBORNE DRIVE; THENCE EASTERLY AND NORTHERLY ALONG THE SAID RIGHT OF WAY LINE OF LAKE OSBORNE DRIVE TO THE CENTERLINE OF 12TH AVENUE SOUTH; THENCE CONTINUE NORTHERLY AND NORTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE OF LAKE OSBORNE DRIVE TO THE CENTERLINE OF SNOWDEN DRIVE; THENCE WESTERLY AND NORTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE OF LAKE OSBORNE DRIVE TO THE CENTERLINE OF COLLIER AVENUE; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE SAID RIGHT OF WAY OF LAKE OSBORNE DRIVE TO THE CENTERLINE OF WRIGHT DRIVE; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE SAID RIGHT OF WAY OF LAKE OSBORNE DRIVE TO THE WESTERLY RIGHT OF WAY LINE OF DETROIT STREET; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTHERLY LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST: THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF DETROIT STREET AND ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 22, BLOCK 2 OF BUFFALO HEIGHTS ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 22 AND 39 TO THE SOUTHWEST CORNER OF SAID LOT 39, BLOCK 2 OF BUFFALO HEIGHTS, AND THE EAST RIGHT OF WAY LINE OF BUFFALO STREET: THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE OF BUFFALO STREET TO THE NORTH RIGHT OF WAY LINE OF LAKE WORTH ROAD; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF BUFFALO STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTH RIGHT OF WAY LINE OF

172 2nd AVENUE NORTH; THENCE WESTERLY ALONG SAID SOUTH  
173 RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF  
174 BOUTWELL ROAD; THENCE SOUTHERLY ALONG SAID EAST RIGHT  
175 OF WAY LINE TO THE NORTHWEST CORNER OF LOT 50, BLOCK 1  
176 OF SAID BUFFALO HEIGHTS; THENCE EASTERLY ALONG THE  
177 NORTH LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF SAID  
178 LOT 50; THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 50,  
179 49, 48 AND 47, OF SAID BLOCK 1 TO THE SOUTHEAST CORNER OF  
180 SAID LOT 47; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID  
181 LOT 47 TO A POINT BEING ON A LINE LYING 75.00 FEET EAST OF  
182 THE WEST LINE OF LOTS 46, 45, 44 AND 43, OF SAID BLOCK 1;  
183 THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT BEING ON  
184 THE SOUTH LINE OF SAID LOT 43; THENCE EASTERLY ALONG SAID  
185 SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 43;  
186 THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 42, 41, 40, 39,  
187 38, 37 AND 36 OF SAID BLOCK 1 TO THE SOUTHEAST CORNER OF  
188 SAID LOT 36; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID  
189 LOT 36 TO THE NORTHEAST CORNER OF LOT 34 OF SAID BLOCK 1;  
190 THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 34 TO  
191 THE NORTH RIGHT OF WAY LINE OF LAKE WORTH ROAD AS LAID  
192 OUT AND IN USE; THENCE WESTERLY ALONG SAID NORTH RIGHT  
193 OF WAY LINE AND ALONG THE SOUTH LINE OF TRACT 116 OF PLAT  
194 BOOK 5, PAGE 29, TO THE EAST LINE OF TRACT 115 OF SAID  
195 PLAT; THENCE NORTHERLY ALONG SAID EAST LINE TO A LINE 4  
196 FEET NORTH OF AND PARALLEL TO SAID NORTH RIGHT OF WAY;  
197 THENCE WESTERLY ALONG SAID PARALLEL TO A LINE BEING  
198 ALONG THE EAST LINE OF THE WEST 75 FEET OF SAID TRACT 115;  
199 THENCE NORTHERLY ALONG SAID LINE A DISTANCE OF  
200 APPROXIMATELY 134 FEET TO A LINE BEING ALONG A LINE  
201 PARALLEL WITH AND PERPENDICULAR TO THE NORTH LINE OF  
202 STATE ROAD 174, NOW ASSUMED TO BE STATE ROAD 802, LAKE  
203 WORTH ROAD; THENCE WESTERLY ALONG SAID LINE TO THE WEST  
204 LINE OF SAID TRACT 115; THENCE NORTHERLY ALONG THE WEST  
205 LINE OF TRACT 115 TO THE SOUTH RIGHT OF WAY LINE OF 2nd  
206 AVENUE NORTH AS LAID OUT AND IN USE; THENCE WESTERLY  
207 ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST LINE OF THE  
208 WEST HALF OF TRACT 111 OF SAID PLAT; THENCE SOUTHERLY  
209 ALONG SAID LINE TO THE NORTH RIGHT-OF-WAY LINE OF LAKE  
210 WORTH ROAD AS LAID OUT AND IN USE; THENCE WESTERLY  
211 ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST HALF OF  
212 TRACT 110 OF SAID PLAT; THENCE NORTHERLY ALONG SAID WEST  
213 LINE TO THE SOUTH RIGHT OF WAY LINE OF SAID 2nd AVENUE  
214 NORTH; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY  
215 LINE TO THE EASTERLY LINE OF THE 200-FEET-WIDE CANAL  
216 SHOWN ON SAID PLAT (NOW KNOWN AS THE KELLER CANAL AND  
217 AS THE LAKE WORTH DRAINAGE DISTRICT CANAL E-4) AND THE

218 WESTERLY LINE OF TRACT 109 OF SAID PLAT; THENCE NORTHERLY  
219 ALONG THE WESTERLY LINES OF TRACTS 109, 97, 81, 86, 54 AND 36  
220 TO THE NORTH LINE OF THE SOUTH 200 FEET OF SAID TRACT 36;  
221 THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 200  
222 FEET OF TRACTS 36, 35 AND 34 TO THE EAST LINE OF THE WEST 55  
223 FEET OF SAID TRACT 34; THENCE NORTHERLY ALONG SAID EAST  
224 LINE TO THE NORTH LINE OF THE SOUTH 327.5 FEET OF SAID  
225 TRACT 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO  
226 THE EAST LINE OF THE WEST 65 FEET OF SAID TRACT 34; THENCE  
227 NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE  
228 SOUTH 427.5 FEET OF SAID TRACT 34; THENCE WESTERLY ALONG  
229 SAID NORTH LINE TO THE WEST LINE OF THE EAST 5 FEET OF  
230 BYRO MEDIA LANE AS ABANDONED IN DEED BOOK 582, PAGE 2 OF  
231 THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;  
232 THENCE NORTHERLY ALONG SAID WEST LINE TO THE SOUTH  
233 RIGHT OF WAY LINE OF 10th AVENUE NORTH, AS LAID OUT AND IN  
234 USE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE  
235 TO THE EAST RIGHT OF WAY LINE OF BOUTWELL ROAD; THENCE  
236 SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH  
237 LINE OF THE SOUTH 402 FEET OF TRACT 33 OF SAID PLAT; THENCE  
238 EASTERLY ALONG SAID NORTH LINE, PARALLEL TO THE NORTH  
239 LINE OF SAID TRACT 33, TO THE WEST LINE OF THE EAST 155 FEET  
240 OF SAID TRACT 33; THENCE NORTHERLY ALONG SAID WEST LINE  
241 TO THE SOUTH RIGHT OF WAY LINE OF SAID 10th AVENUE NORTH;  
242 THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO  
243 THE EAST RIGHT OF WAY LINE OF BOUTWELL ROAD; THENCE  
244 NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID EAST  
245 RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF SAID  
246 10th AVENUE NORTH; THENCE WESTERLY ALONG SAID NORTH  
247 RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF  
248 BOUTWELL ROAD; THENCE NORTHERLY ALONG SAID WEST RIGHT  
249 OF WAY LINE TO THE SOUTHERLY BANK LINE OF THE KELLER CUT-  
250 OFF CANAL; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY  
251 LINE TO THE EAST RIGHT OF WAY LINE OF BOUTWELL ROAD;  
252 THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A  
253 LINE; THENCE EASTERLY ALONG SAID LINE, MAKING AN ANGLE OF  
254 104°56'55" FROM SOUTH TO EAST, TO THE EAST LINE OF THE WEST  
255 206 FEET OF SAID TRACT 3, THENCE NORTHERLY ALONG SAID  
256 EAST LINE TO THE SOUTHERLY BANK LINE OF THE KELLER CUT-  
257 OFF CANAL; THENCE EASTERLY ALONG SAID CANAL BANK TO THE  
258 NORTH LINE OF TRACT 2 OF SAID PLAT; THENCE EASTERLY ALONG  
259 SAID LINE TO THE NORTHEAST CORNER OF SAID TRACT; THENCE  
260 NORTHERLY, ALONG THE NORTHERLY EXTENSION OF THE EAST  
261 LINE OF SAID TRACT 2 TO THE SOUTHERLY LINE OF [SECTION 17](#),  
262 TOWNSHIP 44 SOUTH, RANGE 43 EAST; THENCE EASTERLY ALONG  
263 THE SAID SOUTHERLY LINE OF [SECTION 17](#) TO THE

264 SOUTHEASTERLY CORNER THEREOF; THENCE NORTHERLY ALONG  
265 THE EASTERLY LINE OF SAID [SECTION 17](#) TO THE CENTERLINE OF  
266 LAKE WORTH DRAINAGE DISTRICT E-4 CANAL; THENCE  
267 NORTHERLY ALONG THE SAID CENTERLINE TO A POINT OF  
268 INTERSECTION WITH THE EASTERLY EXTENSION OF THE  
269 CENTERLINE OF BETA COURT, ACCORDING TO PLAT NO. 3 OF LAKE  
270 CLARKE ISLE, AS RECORDED IN PLAT BOOK 25, PAGE 106, AND  
271 PLAT OF SOUTH LAKE SHORES, AS RECORDED IN PLAT BOOK 25,  
272 PAGE 213, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;  
273 THENCE EASTERLY ALONG THE SAID CENTERLINE EXTENSION TO  
274 THE EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD  
275 COASTLINE RAILWAY, SAID EASTERLY RIGHT-OF-WAY LINE ALSO  
276 BEING THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF  
277 STATE ROAD NO. 9 (I-95); THENCE NORTHERLY ALONG THE SAID  
278 EASTERLY RIGHT OF WAY LINE, TO THE EXISTING CENTERLINE OF  
279 THE WEST PALM BEACH CANAL RIGHT-OF-WAY; THENCE EASTERLY  
280 ALONG SAID EXISTING CENTERLINE TO THE MIDDLE OF THE  
281 CHANNEL OF LAKE WORTH; THENCE SOUTHERLY ALONG THE  
282 MIDDLE OF THE CHANNEL OF LAKE WORTH TO THE NORTHERLY  
283 EXISTING RIGHT-OF-WAY LINE OF LAKE AVENUE (S.R.802) AS SAID  
284 RIGHT-OF-WAY IS SHOWN ON THE STATE ROAD DEPARTMENT  
285 RIGHT OF WAY MAP, SECTION NO. 93180-2504; THENCE EASTERLY  
286 ALONG THE SAID RIGHT-OF-WAY LINE AND ITS EASTERLY  
287 EXTENSION TO A POINT 10.00 FEET WESTERLY OF THE WATER'S  
288 EDGE OF THE ATLANTIC OCEAN AT MEAN HIGH TIDE; THENCE  
289 SOUTHERLY FOLLOWING A LINE 10.00 FEET WESTERLY OF THE  
290 WATERS OF THE ATLANTIC OCEAN AT MEAN HIGH TIDE TO THE  
291 NORTH LINE OF THE SOUTH 1198.77 FEET OF GOVERNMENT LOT 1  
292 OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 43 EAST; THENCE  
293 WESTERLY ALONG THE SAID NORTH LINE OF THE SOUTH 1198.77  
294 FEET OF GOVERNMENT LOT 1 TO THE EASTERLY BOUNDARY OF  
295 THAT CERTAIN PARCEL DESCRIBED IN DEED BOOK 631, PAGE [22](#),  
296 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE  
297 NORTHERLY ALONG SAID EASTERLY BOUNDARY TO THE NORTH  
298 LINE OF THE SOUTH 1298.77 FEET OF SAID GOVERNMENT LOT 1;  
299 THENCE WESTERLY ALONG THE SAID NORTH LINE OF THE SOUTH  
300 1298.77 FEET OF GOVERNMENT LOT 1 AND ITS WESTERLY  
301 EXTENSION TO THE MIDDLE OF THE CHANNEL OF LAKE WORTH;  
302 THENCE SOUTHERLY ALONG THE MIDDLE OF THE CHANNEL OF  
303 LAKE WORTH TO THE SOUTHERLY LINE OF THE EAST AND WEST  
304 CENTERLINE OF SECTION 34, TOWNSHIP 44 SOUTH, RANGE 43  
305 EAST; THENCE WESTERLY ALONG SAID CENTERLINE OF SECTION  
306 34 TO THE POINT OF BEGINNING.

307  
308 LESS AND NOT INCLUDING THE FOLLOWING DESCRIBED PARCELS:  
309

310 PARCEL 1:  
311 ALL OF LOTS 1 AND 2, BLOCK 1, ACCORDING TO THE PLAT OF  
312 SUNSET PARK, ACCORDING TO THE PLAT THEREOF, AS  
313 RECORDED IN PLAT BOOK 6, PAGE 65 OF THE PUBLIC  
314 RECORDS OF PALM BEACH COUNTY, FLORIDA, AND  
315 REPLATTED AS LOTS 1 AND 2, HUB PROPERTIES, ACCORDING  
316 TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE  
317 101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
318 TOGETHER WITH THAT PORTION OF SUNSET AVENUE LYING  
319 EASTERLY OF SAID LOTS 1 AND 2.

320  
321 PARCEL 2:  
322 TRACTS 2 AND 3, TOGETHER WITH CENTER STREET,  
323 ACCORDING TO THE SAID PLAT OF SUNSET PARK.

324  
325 PARCEL 3:  
326 ALL OF LOTS 46 THROUGH 50, BLOCK 2, BUFFALO HEIGHTS,  
327 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT  
328 BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF PALM BEACH  
329 COUNTY, FLORIDA.

330  
331 PARCEL 4:  
332 THE SOUTH 83 FEET OF THE NORTH 478 FEET OF THE EAST 114  
333 FEET OF TRACT 91, AS RECORDED IN PLAT BOOK 5, PAGE 79  
334 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

335  
336 PARCEL 5:  
337 THE WEST 198 FEET OF TRACT 94, PLAT BOOK 5, PAGE 79,  
338 LESS THE NORTH 1/2 THEREOF.

339  
340 ALSO LESS AND NOT INCLUDING THE RIGHT-OF-WAY OF  
341 BOUTWELL ROAD ACROSS 10th AVENUE NORTH, AND THE RIGHT-  
342 OF-WAY OF LAKE WORTH ROAD AS NOW LAID OUT AND IN USE; AS  
343 SET FORTH IN OFFICIAL RECORDS BOOK 338, PAGE 545 AND  
344 OFFICIAL RECORDS BOOK 418, PAGE 541.

345  
346 TOGETHER WITH THE FOLLOWING CERTAIN RIGHTS-OF-WAY PER  
347 ORDINANCE 2007-50:

348  
349 DETROIT STREET - FROM 2nd AVENUE NORTH TO LAKE  
350 OSBORNE DRIVE.

351  
352 BUFFALO STREET - FROM 2nd AVENUE NORTH TO LAKE WORTH  
353 ROAD.

354

355 2nd AVENUE NORTH - FROM DETROIT STREET TO THE E-4  
356 CANAL.

357  
358 4th AVENUE NORTH - FROM BOUTWELL ROAD TO THE E-4  
359 CANAL.

360  
361 7th AVENUE NORTH - FROM BOUTWELL ROAD EAST FOR A  
362 DISTANCE APPROXIMATELY 708 FEET.

363  
364 BOUTWELL ROAD - SOUTH FROM ITS NORTHERN TERMINUS TO  
365 10th AVENUE NORTH.

366  
367 10th AVENUE NORTH - FROM I-95 TO BOUTWELL ROAD.

368  
369 BOUTWELL ROAD - FROM 10th AVENUE NORTH TO LAKE  
370 WORTH ROAD.

371  
372 2nd AVENUE NORTH - FROM I-95 TO DETROIT STREET.

373  
374 BARNETT DRIVE - FROM 7th AVENUE NORTH TO ITS NORTHERN  
375 TERMINUS.

376  
377 23rd AVENUE SOUTH - FROM 7th AVENUE NORTH TO 4th  
378 AVENUE NORTH.

379  
380 BARNETT LANE SOUTH - FROM 7th AVENUE NORTH TO ITS  
381 SOUTHERN TERMINUS,

382  
383 ARAGON AVENUE - EAST FROM BARNETT DRIVE TO ITS  
384 EASTERN TERMINUS.

385  
386 MADRID AVENUE - EAST FROM BARNETT DRIVE TO ITS  
387 EASTERN TERMINUS.

388  
389 WORTH AVENUE - EAST FROM BARNETT DRIVE TO ITS  
390 EASTERN TERMINUS.

391  
392 8th AVENUE NORTH - WEST FROM BARNETT DRIVE TO DETROIT  
393 STREET.

394  
395 7th COURT NORTH - WEST FROM BARNETT DRIVE TO DETROIT  
396 STREET.

397  
398 ALL OF CIRCLE DRIVE SOUTH OF 7th AVENUE NORTH.

399

400 INDUSTRIAL STREET - SOUTH FROM 7th AVENUE NORTH TO 4th  
401 AVENUE NORTH.

402

403 CORONA STREET - SOUTH FROM 7th AVENUE NORTH TO JOYCE  
404 AVENUE.

405

406 GREEN STREET - SOUTH FROM 7th AVENUE NORTH TO 5th  
407 AVENUE NORTH.

408

409



**AGENDA DATE:** January 5, 2016, Regular Meeting

**DEPARTMENT:** Electric Utilities

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### **EXECUTIVE BRIEF**

**TITLE:**

Florida Municipal Electric Association membership dues for Fiscal Year 2015-2016

**SUMMARY:**

This item will authorize the payment of the FMEA annual membership dues for October 2015 through September 2016 in an amount not to exceed \$33,345.

**BACKGROUND AND JUSTIFICATION:**

The Florida Municipal Electric Association (FMEA) represents the unified interests of 34 public power communities across Florida. FMEA is affiliated with and works closely with the American Public Power Association (APPA) on regulatory issues facing the electric industry. Together, FMEA staff and municipal utility members work to protect public power's legislative, regulatory and operational interests in Tallahassee and Washington, D.C. As a member of this association, the City of Lake Worth has legal, legislative, and regulatory representation that provides the ability to impact the outcome of important decisions that directly impact electric utility customers. Together, FMEA members represent 14% of Florida's market share of the electric utility industry.

Participation in membership of the FMEA benefits the City through the following committees:

- **Legislative and Regulatory:** This committee meets on an as-needed basis and oversees the legislative and regulatory activities that affect the electric industry. Staff receives emails and updates that track legislative issues facing not only the electric industry nationwide, but also local initiatives that may have wider reaching consequences. FMEA provides the avenue to communicate with legislators as well as the Public Service Commission. Through diligent efforts and coordination by FMEA staff, member cities are afforded the opportunity to testify before the PSC on items that can directly affect customers.
- **Member Services:** This committee meets once a year to discuss activities of the FMEA to ensure that services provided meet the needs of member cities. It is through this participation that members can request information-gathering services, which the FMEA staff oversees – writing, distributing, and compiling survey information. In addition to programmed services, FMEA staff is readily available to assist member cities. Lake Worth has benefited in the last year with communication training, PSC reporting, franchise agreement direction, and energy conservation information.
- **Safety and Training:** This committee meets quarterly and consists of member city representatives charged with safely operating their utility. This group coordinates training classes and the annual Lineman's Rodeo.

- Engineering and Operations: This committee meets once per year and includes representatives from member cities whose job responsibilities include transmission, distribution, generation, and fuels.
- Customer Connections Committee: Meets three times per year and offers participants the opportunity to interface with other utilities concerning customer service, key accounts, energy conservation, demand side management, and public relations.
- Mutual Aid: FMEA provides staff members that are available 24 hours per day, 7 days per week pre- and post-disaster events. They provide assistance scheduling and mobilizing work crews, equipment, and supplies. In addition, they are the City's liaison with the State Emergency Operation Center, the Office of the Governor, and State legislators.

This item was reviewed by the Electric Utility Advisory Board members on November 4, 2015.

**MOTION:**

I move to approve/ not approve the Florida Municipal Electric Association annual membership dues for Fiscal Year 2015-2016 in the amount of \$33,345.

**ATTACHMENT(S):**

1. Fiscal Impact Analysis
2. FMEA Membership Invoice

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	33,345	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	33,345	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project #	FY 2016 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
	<b>Utilities-Electric</b>					
401-6010-531.54-00	Book, Pubs, Subscriptions & Memberships	N/A	47,000	\$35,217	-\$33,345	\$1,872

C. Department Fiscal Review: John Borsch, Electric Utility Director

417 E. College Ave. (32301) • PO Box 10114 • Tallahassee, Florida 32302 • (850) 224-3314 • Fax: (850) 224-2831 • [www.publicpower.com](http://www.publicpower.com)

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• St. Cloud • Starke • Tallahassee • Vero Beach • Wauchula • Williston • Winter Park •

Please remit to: Florida Municipal Electric Association, Inc.  
PO Box 10114  
Tallahassee, FL 32302-2114

\$33,345.00      Amount Due

INVOICE

FMEA Dues October 2015 through September 2016

City of Lake Worth Utilities  
1900 2nd Ave N  
Lake Worth, FL 33461-4204

September 14, 2015





**DRAFT  
AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, JANUARY 19, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Provided by Vice Mayor Scott Maxwell
- 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. City-wide Wayfinding Plan: Update from KMA Design Consulting
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
  - A. IBM System Replacement
  - B. Enterprise Licensing Agreement with ESRI for Geographic Information Systems (GIS)
  - C. Resolution No. xx-2016 - support Enterprise Florida
- 10. PUBLIC HEARINGS:**
- 11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

- A. Purchase Chamber of Commerce building

**13. LAKE WORTH ELECTRIC UTILITY:**

- A. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
- B. **PUBLIC HEARING:**
- C. **NEW BUSINESS:**

**14. CITY ATTORNEY'S REPORT:**

**15. CITY MANAGER'S REPORT:**

- A. February 2, 2016 - 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.