



**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 04, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** On behalf of Vice Mayor Scott Maxwell
- 3. PLEDGE OF ALLEGIANCE:** Led by Commissioner Ryan Maier
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Proclamation declaring October 3-7, 2016 as Customer Service Week
 - B. Mango Groves Neighborhood Association update
- 6. COMMISSION LIAISON REPORTS AND COMMENTS:**
- 7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - A. City Commission Amended Regular Meeting - June 7, 2016
 - B. City Commission Regular Meeting - September 6, 2016
 - C. City Commission Special Meeting - September 13, 2016
 - D. City Commission Regular Meeting - September 20, 2016
- 9. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Agreement with Allied Universal to purchase Sodium Hypochlorite (Bleach)
 - B. Settlement Agreement and General Release relating to Germaine English

C. Ratify board members to the Finance Advisory and Historic Resources Preservation Boards

10. PUBLIC HEARINGS:

A. Ordinance No. 2016-27 - Second Reading and Public Hearing - adopt the County's curbstoning ordinance

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Ordinance No. 2016-28 - First Reading - amend the Sister City Board composition and schedule the public hearing date for October 18, 2016

B. Resolution No. 47-2016 - identify the local roadways to be improved and identify the Citizens Advisory Committee if a proposed bond referendum is approved

13. LAKE WORTH ELECTRIC UTILITY:

A. **PRESENTATION:** (there is no public comment on Presentation items)

1) Update on the electric utility system

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

C. **PUBLIC HEARING:**

D. **NEW BUSINESS:**

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. October 18, 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

- WHEREAS,** In a thriving free enterprise system such as ours, which provides consumers with a wide range of goods and services from which to choose; and,
- WHEREAS,** the most successful businesses are those that display a strong commitment to customer satisfaction; and
- WHEREAS,** today foreign competition as well as consumer demands are requiring greater corporate efficiency and productivity; and
- WHEREAS,** if the United States is to remain a leader in the changing global economy, highest quality customer service must be a personal goal of every employee in business and industry; and
- WHEREAS,** a business built on customer service understands and anticipates the customer's needs and designs goods and services to meet those needs; and
- WHEREAS,** a business will do a better job of providing high quality goods and services by listening to its employees and by empowering them with opportunities to make a difference; and
- WHEREAS,** customer service professionals work in the front lines where an organization meets its customers and where supply meets demand; and
- WHEREAS,** with responsive policies and procedures and with simple courtesy, customer service professionals can go a long way toward ensuring customer satisfaction.

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

October 3-7, 2016

as

Customer Service Week

and invite all citizens of the City of Lake Worth, Florida to observe this week with appropriate programs and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 4th day of October, 2016.

Pam Triolo, Mayor

ATTEST:

Pamela Lopez, City Clerk



AGENDA DATE: October 4, 2016, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Mango Groves Neighborhood Association update

SUMMARY:

Mr. Greg Rice, Mango Groves Neighborhood Association President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Mango Groves Neighborhood Association was on September 1, 2015.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
JUNE 7, 2016 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo, Vice Mayor Scott Maxwell, and Commissioners Christopher McVoy and Ryan Maier (Commissioner Andy Amoroso was absent). Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and Records and Information Manager Deborah Andrea.

2. INVOCATION OR MOMENT OF SILENCE:

The invocation was offered by Pastor Tony Cato on behalf of Commissioner McVoy.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner McVoy.

Heather James, a student at Dreyfoos School of the Arts, played the Star Spangled Banner on a flute.

4. AGENDA - Additions/Deletions/Reordering:

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

- Reorder Consent Agenda, Item D to New Business as Item B - Interlocal Agreement with Palm Beach County regarding the one cent sales tax;
- Reorder Consent Agenda, Item E to New Business as Item C - First amendments to the contracts for Annual Paving, Concrete Work, Striping and Signage, and Related Services; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Eden Place Neighborhood Association

Tara Macklin, Association Secretary, thanked the First Congregational

United Church for allowing the association to have their meetings at the church. She said their neighbors' top concerns were potholes and street maintenance, sidewalks and driveway issues, sober houses, and the need for more social events. She announced that the association developed a business directory and welcome program and its members participated in community events, including the annual raft race. She said the association was awarded a grant to start a neighborhood crime watch program.

B. Employee Pension Plan

No one was present to provide an update on the Employee Pension Plan.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Maier: announced his attendance at the Treasure Coast Regional Planning Council meeting on May 30, 2016. He commented that the standout issue discussed was water and having enough of it in South Florida. There was a presentation about the Everglades Restoration Project to get water moving south and said the return of natural grasses slowed the flow of water. He announced that red algae bloom was in the St. Johns River and said the Corps of Engineers did not know why. He announced the next Sister City Board meeting was on June 13, 2016, and encouraged everyone to attend. He announced his attendance at the Garden Club on Memorial Day and said the members restored a park and had a service at Pinecrest Cemetery. He said he also attended a meeting at the Quaker Meeting House about Islam, and the group laid out the tenants of Islam about woman and terrorism. He commented that the Lake Worth High School Alumnae Association had a hat contest fundraiser on June 3, 2016, and said enough money was raised to support one entire college scholarship. He said he would be having a little free library beginning this week.

Commissioner McVoy: commented that the All-Aboard Florida high speed group could not do anything about the train horn noise until after all cross road gates were safe. He said he was still pushing to get the train noise issue fixed. He commented that he was dissatisfied with a Code Compliance meeting and wanted life safety, sober homes, and crime issues handled first. He commented about a light pollution technical challenge and said there were health issues with lights coming into windows. He said members of a "Light Up Lake Worth" group paid attention to the light pollution. He advised that the City's Land Development Regulations stated that light pollution had to be done on new buildings.

Vice Mayor Maxwell: requested an agenda item about street lighting issues with the Siemens Group be created. He said street lights were not as bright and/or effective. He asked if a budget work session would be scheduled in July. He said he asked for a Code Compliance overview be scheduled at a future Commission work session, and that he was still waiting for it to be

scheduled. He asked if reflective stripes or signs regarding traffic calming could be installed on 6th Avenue South. He commented that he received feedback from downtown merchants about wanting more Palm Beach Sheriff Office (PBSO) deputies. He said a task force of local business owners met with the PBSO to get a better level of service. He asked if a different term could be used instead of sober homes.

Comments/requests summaries:

1. City Manager replied that he would prepare an agenda item for a future Commission meeting, but said the intent was to install lights on streets with some changes.
2. City Attorney Torcivia replied that the term “half-way house” could be used instead of sober home. He said a task force was created to deal with sober homes, which included members from the County Fire Rescue and PBSO. He said he would inform the Commission when they would meet.

Mayor Triolo: announced her attendance at the Memorial Day Pinecrest Cemetery ceremony and said she wanted to see more people attend next year. She said she wanted to reach out to individuals so that the Veterans Day Parade would be bigger and better. She said she attend the Sacred Heart School graduation, and the event was incredible. She also attended the Lake Worth High School Alumnae Association luncheon fundraiser. She said that when there was discussion about street lighting, the Commission agreed not to impact residents. Street lighting shields could be installed. She said she was disappointed in a Code Compliance meeting and received more complaints since that meeting. She said she asked the Tree Board members to help a woman who had dead grass. She commented that she was frustrated with inconsistencies, sober homes, potholes, and crime. She asked for a moment of silence for residents who recently passed away.

Comment/request summary:

3. Commissioner McVoy requested information about potholes and asked if staff and/or cost was the contributing cause for not fixing them.

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

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

Michael Chase Fox said he wanted the City’s Charter changed to a strong Mayor form of government with two commissioners from the north and south. He said he also wanted to see a change because of the animosity he saw at Commission meetings.

Mary Lindsey said the Eden Place Neighborhood Association members were very excited; announced that Flag Day was on June 14, 2016, an event at the Bryant Park Band Shell was scheduled, members from the Scottish Rite Masonic Center would have a short presentation, and said she hoped the Commissioners and Mayor would attend the ceremony.

Katie McGivern announced the Mango Festival was scheduled at the Cultural Plaza next weekend beginning at 9:00 AM, said she wanted more regular pool hours and longer weekend pool hours, and asked the Palm Beach Post to stop writing about crime happening in Lake Worth when it was committed outside the City's limits.

Maryann Polizzi said the PBSO was doing a good job handing out mugs for people crossing within the crosswalks, but said she still saw people jay walking. She commented about two sober homes in her neighborhood.

Peggy Fisher commented that the Land Development Regulations were revised at the Planning and Zoning Board meeting. She requested public work sessions and said information should be provided before changes were made.

Anna Maria Hunt said work was being done at 406 South C Street and that nothing was resolved at a Special Magistrate meeting. She commented that a dead body was found on the property.

Greg Rice thanked the elected officials for attending the Memorial Day event at Pinecrest Cemetery. He encouraged everyone to attend the event next year. He asked if there were pedestrian signs to remind people to cross at intersection crosswalks.

Joseph Torres thanked the City for closing down the license bureau on Dixie Highway. He said individuals were loitering at a Sunoco Station, 12 rounds of gun fire were shot, and girls were not just prostitutes but drug dealers. He said there were drug dealing houses at 4th Avenue and H Street.

Karen Ryan said neighbors from the Eden Place neighborhood were concerned about a half-way house in their area.

8. APPROVAL OF MINUTES:

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

- A. City Commission Meeting – May 3, 2016**
- B. City Commission Work Session - May 10, 2016**
- C. City Commission Meeting – May 17, 2016**

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

9. CONSENT AGENDA:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the Consent Agenda, less Items D and E.

- A. Two year Renewal Contract with Oceanside Beach Services for beach equipment concession rentals at the municipal beach**
- B. Agreement with Aquifer Maintenance & Performance Systems, Inc. for Wellfield Performance Maintenance & Rehabilitation Services**
- C. Purchase of compact rear loader Refuse truck**
- D. (Reordered to New Business as Item B) - Interlocal Agreement with Palm Beach County regarding the one cent sales tax**
- E. (Reorder New Business as Item C) - First amendments to the contracts for Annual Paving, Concrete Work, Striping and Signage, and Related Services**
- F. Purchase of okonite copper underground cable from Stuart Irby**
- G. Purchase of four (4) new 55' Material Handling Bucket Trucks for the Electric Utility**
- H. Settlements with Pierre-Rich Jeudy, Michele Leger Jeudy and Progressive Insurance Company**
- I. Settlement with Roman and Elyssa Torres**
- J. Contract with Foster Marine Contractors, Inc. for the Water & Sewer Improvements in the alley from 5th to 6th Avenue South between E & F Street**
- K. Utility Easement Amendment by and between Palm Beach County and the City of Lake Worth**
- L. Pineapple Ridge Settlement Agreement**
- M. Resolution 31-2016 Repealing Resolution No. 67-2015 to correctly abandon six utility easements**

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

RESOLUTION NO. 31-2016 OF THE CITY OF LAKE WORTH, FLORIDA, REPEALING RESOLUTION NO. 67-2015 IN ORDER TO CORRECTLY IDENTIFY AND ABANDON SIX (6) EXISTING UTILITY EASEMENTS WHICH ARE LOCATED AT THE NORTHEAST CORNER OF LAKE WORTH ROAD AND SOUTH CONGRESS, AS RECORDED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES OF PALM BEACH COUNTY, FLORIDA: BOOK 1037, PAGE 270; BOOK 1037, PAGE 273; BOOK 999, PAGE 168; BOOK 999, PAGE 170; BOOK 4382, PAGE 55; AND BOOK 563, PAGE 429; PROVIDING FOR RECORDING AND AN EFFECTIVE DATE.

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

10. PUBLIC HEARINGS:

A. Ordinance No. 2016-18 Second Reading for Changes to Parking Regulations

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-18 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, "BEACHES, PARKS AND RECREATION", ARTICLE II, "BEACH PARKING", SECTION 7-18, "PARKING GENERALLY" TO CLARIFY MOTORCYCLE PARKING REQUIREMENTS; AMENDING SECTION 7-22, "DISABLED PERSON PARKING" TO CLARIFY THAT OBSTRUCTING DISABLED PARKING SPACES IS A VIOLATION; AMENDING SECTION 7-23, "ENFORCEMENT PROCEDURE" TO MODIFY THE TIME PERIOD TO PAY PARKING VIOLATIONS; AMENDING CHAPTER 21, "TRAFFIC"; ARTICLE I, "IN GENERAL", SECTION 21-4, "VEHICLE LICENSES" TO INCREASE THE PENALTY FOR AN EXPIRED TAG; AMENDING ARTICLE II, "PARKING, STOPPING AND STANDING", SECTION 21-33, "IMPROPER AND PROHIBITED PARKING" TO CLARIFY MOTORCYCLE PARKING REQUIREMENTS AND PROVIDE THAT PARKING IN ALLEYS AND FIRE LANES ARE PROHIBITED; AMENDING SECTION 21-37.2, "DISABLED PARKING SPACE VIOLATIONS" TO CLARIFY THAT OBSTRUCTING DISABLED PARKING SPACES IS A VIOLATION; AMENDING SECTION 21-39, "ENFORCEMENT PROCEDURE" TO MODIFY THE TIME PERIOD TO PAY PARKING VIOLATIONS AND TO CLARIFY SERVICE ON THE VIOLATOR; AND ENACTING SECTION 21-44, "ADMINISTRATIVE REVIEW PROCESS", TO ALLOW FOR ADMINISTRATIVE REVIEW OF PARKING CITATIONS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve Ordinance 2016-18 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 and Maier. NAYS: None.

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Resolution 30-2016 to approve new fee schedule for Lake Worth Beach Parking

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

RESOLUTION NO. 30-2016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE REVISIONS TO THE FISCAL YEAR 2015-2016 COMPREHENSIVE SCHEDULE OF FEES AND SERVICE CHARGES TO PROVIDE FOR ADDITIONAL FEES REGARDING PARKING CITATIONS AND TO CLARIFY CERTAIN EXISTING FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve Resolution 30-2016.

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

B. (Formerly Consent Agenda Item D) Interlocal Agreement with Palm Beach County regarding the one cent sales tax

Commissioner McVoy said he requested this item be removed from the Consent Agenda to discuss the financial consequences because it impacted the community.

Comments/requests summaries:

1. Mayor Triolo commented that the City had major problems and that, as much as she did not like new taxes, the sales tax funds would give the City money to fix infrastructures. If the Commission did not approve the agreement, then funds would need to be found to fix streets. The sales

tax would allow visitors to help pay to improve City streets.

2. Vice Mayor Maxwell commented that the one cent sales tax was a County initiative, and voters would have to decide if they wanted it. If the voters reject the sales tax, then the County may have to go out for a bond and taxes would increase. He commented that a sales tax would be the “cheaper” way to go because infrastructure needed to be paid for.
3. Commissioner McVoy commented that he appreciated the discussion. The issue of regressive taxes looked at how the burden was distributed to run pipes and roads in the west. Lake Worth residents would have to pay for development which may not be in the City’s best interest.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve the execution of the Interlocal Agreement with Palm Beach County regarding the one cent sales tax.

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

Peggy Fisher commented that action on the agreement was not a vote to place this item on a referendum election. The public still had a right to vote on the sales tax at the November 8, 2016, election.

Mark Easten said he heard about this subject at several meetings and Lake Worth’s share from the sales tax would be about 24 million dollars. He said other cities had already voted to opt in. If Lake Worth voted not to approve the agreement, then the City would not receive any funds if the sales tax was approved by the voters. He supported the agreement and recommended the City support the County’s efforts to get the sales tax approved by the voters.

Greg Rice said he hoped the Commission would approve the agreement. He commented that when construction was doing well, the economy was also doing well.

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

C. (Formerly Consent Agenda Item E) First amendments to the contracts for Annual Paving, Concrete Work, Striping and Signage, and Related Services

Commissioner McVoy said he requested this item be reordered from the Consent Agenda because of comments made about potholes from the Eden Place Neighborhood Association secretary. He asked if the amendments covered fixing potholes. If not, then he asked if the Commission should consider changing the contract.

Comments/requests summaries:

1. Mayor Triolo asked why hot and cold patches were not used to fix all potholes.

Jamie Brown, Public Services Director, replied that the amendments did not relate to potholes. The contracts were for emergency situations when a project was too large. He cited the example of fixing a large section of a sidewalk as an emergency.

City Manager Bornstein replied that requests to fix potholes were on the City's website. Staff was currently working on fixing potholes across the City.

2. Mayor Triolo asked why the City's bond referendum was called "roadway issues" instead of "potholes issues."

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve the First Amendments to the contracts with Rosso Site Development, M&M Asphalt Maintenance, Asphalt Paving Systems, and Adeimy Concrete for the Annual Contract for Paving, Concrete Work, Striping & Signage, and Related Services.

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 and Maier. NAYS: None.

12. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

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

B. PUBLIC HEARING:

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

C. NEW BUSINESS:

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

13. CITY ATTORNEY'S REPORT:

City Attorney Torcivia provided the following report:

- Announced that, with regards to the Casino Building and REG Architects and Morganti, there was a period of time for a Statute of Limitations, and the time would “start ticking” again tomorrow. Morganti was testing the Casino Building doorways, and they requested a Tolling Agreement be extended. The City could bring back the Tolling Agreement issue if the Commission thought no action had been taken.

Comments/requests summaries:

1. Vice Mayor Maxwell commented that action on the Tolling Agreement was taken in March, then extended to June 7, 2016.

Robert Carlton, representing Morganti, replied that there were a number of issues, and Morganti had a number of things that had to be done. Two test procedures on the doors were needed. He said his client was ready, willing, and able to go out but his client wanted a testing criteria.

2. Vice Mayor Maxwell commented that nothing had happened. Some tiles were brought in. This issue had gone on much longer than it took to fix the entire building.

Mr. Carlton replied that Morganti's Chief Executive Officer said they were trying to solve the problem. The City had retained an expert, and this was a complex issue. He said Morganti understood the City's frustration, they were not “walking away,” and were trying to fix the issues.

3. Vice Mayor Maxwell asked about Morganti's coastal construction experience. He said he wanted Morganti to stop what they were doing and just get it fixed because it was a priority.

4. Commissioner McVoy commented that he heard Vice Mayor Maxwell's frustration, thanked REG Architects and Morganti for being present, and heard that issues were moving forward. He commented that he was in favor of extending the Tolling Agreement and was confident that REG Architects and Morganti were moving forward. He said the only items still open were tile color and testing specifications, and they were in negotiations today.

5. Commissioner Maier commented that he was sympathetic, but was a business owner. There was a way to make customers happy. He said he received feedback, and the Commission needed to be more

comfortable.

6. Mayor Triolo commented that everyone could always find time to get something done. If it was important to REG Architects and Morganti, they would get it done. Both firms were well respected, and she said she wanted to get this issue fixed.
7. City Manager Bornstein commented staff were not engineers. He said he wanted REG Architects and Morganti to give the City a final offer and not ask the City to design the doors. REG Architects and Morganti should fix this and bring the City their offer.

City Attorney Torcivia recommended giving REG Architects and Morganti four months from now.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to extend the Tolling Agreement for four months.

Vote: Voice vote showed: AYES: Mayor Triolo and Commissioners McVoy and Maier. NAY: Vice Mayor Maxwell.

14. CITY MANAGER'S REPORT

A. June 21, 2016 – draft Commission agenda

City Manager Bornstein did not provide a report.

15. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 8:19 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: June 21, 2016
Amended Minutes Approved: October 4, 2016

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

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
SEPTEMBER 6, 2016 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:06 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and Deputy City Clerk Melissa Ann Coyne.

2. INVOCATION OR MOMENT OF SILENCE:

A moment of silence was offered by Commissioner Andy Amoroso.

3. PLEDGE OF ALLEGIANCE:

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

4. AGENDA - Additions/Deletions/Reordering:

There were none.

5. PRESENTATIONS:

A. International Talk Like a Pirate Day Proclamation

Mayor Triolo read a proclamation declaring September 19, 2016 as "Talk Like a Pirate Day."

B. Recognize four retiring former Lake Worth Fire-Rescue employees for their years of service

Captain Gaffney presented badges and letters of gratitude from Palm Beach County to Mark Lamb, Steven Appleby, Russell Reese, and Daniel Reeves.

Mayor Triolo presented Certificates of Appreciation to the retirees.

C. Presentation by Chris Reisinger of Palm Beach County Environmental Resources Management regarding mosquito control efforts

Chris Reisinger, Palm Beach County Environmental Resources Management, reported that there were 40 Zika cases in the County. He announced that all mosquitos from Lake Worth tested negative for Zika. He

explained that mosquitoes bred in water-filled containers and not in lakes, canals, or green swimming pools. He recommended emptying all standing water, covering rain barrels with screens, and using lavacide Bacillus Thuringiensis Israelensis (BTI) to kill mosquito larvae.

D. Board of Trustees Employees Retirement System update

Marie Elianor, Finance Director, reported that, based on the actuarial study, the rate of return was being reduced from 7.75%, which had not been achieved, to 7.5% which would reduce costs.

E. College Park Neighborhood Association update

John Pickett was not present to provide an update.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner McVoy: said he was receiving calls about Zika and the danger to pregnant women. He commented that he would have a meeting to discuss the upcoming bond issue for roadway improvement projects. He said he wanted property owners to get the best deal possible, with all financial options being explored.

Vice Mayor Maxwell: said that he would be going to Washington, D.C. to lobby about sober homes to the Department of Justice and legislators. He reported that Chief Assistant State Attorney Al Johnson had presented an overview of a plan to charge sober homes and would speak at the Scottish Rite Masonic Temple on Monday, September 26, 2016, at 7 PM on the issue. He commented that the Palm Beach Sheriff's Office (PBSO) idea to ask property owners with surveillance cameras to register them so that their video could be used to solve crimes was genius.

Commissioner Maier: announced his attendance at the New Life Zion Temple and welcomed new Pastor Pinkney to the community. He commented that there was a need to discuss whether to make Bryant Park a dog park or to enforce the leash rules. He announced that, due to the large number of heroin overdoses, the PBSO would provide the Commission with weekly, rather than daily update emails. He said the Sister City Board meeting was scheduled next week and urged its member to attend.

Commissioner Amoroso: said a conversation about dogs in Bryant Park was necessary and reported that there were new sunscreen kiosks at the beach. He announced that he was a member of the sober home and heroin task forces; the latter was looking into temporary housing for people who had overdosed on narcotics. As the liaison to the Arts & Entertainment Committee, he announced the next Arts al Fresco was on September 17, 2016, and the event would continue monthly through December at the beach. He announced a HollowScream event on Fridays and Saturdays in October

and pub crawl for adults and a Day of the Dead on November 5, 2016, at the Armory Arts.

Mayor Triolo: announced that she would cohost *Lake Worth has Talent* at the Lake Worth Playhouse later in September. She said the PBSO would have a fund raiser golf tournament for anti-bullying and other programs and encouraged residents to attend. She reported that the new medical facilities built on Federal Highway were not sober homes. She announced her attendance at new Whispering Palms Neighborhood Association meeting, and said the Unity Wall was discussed. She said she received complaints about water quality in the College Park area, and reported that water pipes in the College Park area would be redone in the course of a year. She commented that business owners wanted the Commission to bring back the ordinance, which restricted the hours of alcohol sales because of their serious financial concerns.

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

Mayor Triolo read the comment card written by Mohammed Shahed. Mr. Shahed wrote that he was against the new law from the City for selling beer.

Mayor Triolo read the comment card written by Mohammed Islay. Mr. Islay wrote that he was against the new law from the City for selling beer.

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

Sayed Harun said the curtailing of the hours of alcohol sales had negatively affected his business.

Mohammed Emran said the law restricting alcohol sales had really hurt businesses.

Shiekh Rahman commented that he met with Vice Mayor Maxwell and requested alcohol sales be allowed until midnight or 1 AM because his business had been negatively affected by the 10 PM time.

Mohammed Nayeem spoke against Ordinance 2016-05 regarding the hours for sale of alcohol.

Mohammed Hossain spoke against Ordinance 2016-05.

MaryAnn Polizzi thanked Jamie Brown, Public Services Director, for arranging for a doggie waste station at 6th Avenue South within an hour of her call.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Greg Rice, Peggy Fisher, and Michael

Chase Fox.

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 Budget Work Session – August 9, 2016**
- B. City Commission Meeting – August 16, 2016**
- C. City Commission Budget Work Session – August 23, 2016**
- D. City Commission Work Session – August 25, 2016**

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to reopen the discussion to approve the minutes.

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

Comment/request summary:

1. Commissioner McVoy requested the presentation from Burton & Associates be included in the August 9, 2016, Budget Work Session minutes.

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

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

9. CONSENT AGENDA:

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

- A. Resolution No. 41-2016 – Amendment No. 001 to an agreement with the County for the Community Development Block Grant Osborne Pavilion Improvement project**

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

RESOLUTION NO. 41-2016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AMENDMENT 001 TO THE OSBORNE PAVILION IMPROVEMENTS PROJECT INTERLOCAL AGREEMENT TO EXTEND THE TIME OF PERFORMANCE; AUTHORIZING THE MAYOR TO

EXECUTE AMENDMENT 001 TO THE PROJECT INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- B. Contract with West Construction, Inc. for Osborne Pavilion Improvements project**
- C. Purchase of an asphalt roller with trailer from Flagler Construction Equipment for the Streets Division**
- D. Amendment No. 8 to an agreement with Hy-Byrd, Inc. for building plans review and inspection for Fiscal Year 2017**
- E. Second Amendment to an agreement with NZ Consultants for current and long range planning, zoning, and historic preservation professional services**
- F. Amendment No. 1 to a contract with Community Champions Corporation for vacant property registration services**
- G. Subordination of Utility Interests with the County and City for watermain easement at the Lantana Airport**
- H. Agreement with D.S. Eakins Construction Corp. for Crew with Equipment for Specialized Underground Utility Repairs**
- I. Agreement with B&B Underground Construction, Inc. for the New Gravity Sewer Installation and Watermain Replacement project**
- J. Task Order No. 40 with Mock Roos & Associates, Inc. for Construction Phase Engineering Services for the 11th Avenue North Sewer Improvements project**
- K. Contract with Hinterland Group for the 11th Avenue North Sewer Improvements project**
- L. Task Order No. 2 with Kimley-Horn and Associates, Inc. for Engineering Design Services for the 14th Avenue North Watermain Improvements project**
- M. Change Order No. 1 with B&B Underground Construction, Inc. for North Booster Pump Station and Elevated Tank Piping Modification project**
- N. Settlement with James Alex Caldwell**
- O. Amendments to three collective bargaining unit agreements for base pay increases**

P. Ratify the appointment of board members to various advisory boards

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

Mayor Triolo recessed the meeting at 7:33 PM and reconvened at 7:50 PM.

10. PUBLIC HEARINGS:

A. Ordinance No. 2016-24 – Second Reading and Public Hearing – regulate balloons and sky lanterns on City property

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016–24 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7 “BEACHES, PARKS AND RECREATION”, ARTICLE I “PARKS, RECREATIONAL FACILITIES AND PUBLIC PROPERTY”, SECTION 7-1 “DEFINITIONS” AND SECTION 7-9 “REGULATION OF CONDUCT IN PARKS AND RECREATION AREAS AND ON PUBLIC PROPERTY” TO ADDRESS THE REGULATION OF BALLOONS AND SKY LANTERNS ON CITY PROPERTY; PROVIDING FOR SEVERABILITY, REPEAL OF LAWS IN CONFLICT, CODIFICATION, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

City Attorney Torcivia explained that on August 16, 2016, the City Commission reviewed and discussed the proposed ordinance. The Commission’s direction was to proceed with a Level 2 implementation (using signage and educational materials only, without an ordinance); however, the Commission had approved the ordinance on first reading with the request to add “teeth” to the ordinance for enforcement purposes. He explained that Level 3 was the same as Level 2 with the addition of an ordinance being adopted. Staff was seeking further clarification on the Commission’s desire to move forward with the ordinance or not. He advised that the proposed ordinance had not changed from first reading.

Action: Motion made by Commissioner Maier and seconded by Commissioner McVoy to approve Ordinance No. 2016-24 on second reading.

Commissioners Maier and McVoy withdrew their motion and second.

Action: Motion made by Commissioner Maier and seconded by Vice Mayor Maxwell to adopt Level 2 (using signage and educational materials only); implement a policy prohibiting the use of balloons at outside City facilities with a loss of deposit to those not complying; and deny Ordinance No. 2016-24.

Comments/requests summaries:

1. Juan Ruiz, Leisure Services Director, asked for clarification from the Commission and suggested the use of signage and pamphlets to educate the public plus enforce the forfeiture of event deposits.
2. City Attorney Torcivia explained that there was a State Statute prohibiting the release of more than 10 balloons and instituting a fine.
3. Commissioner Maier said he was concerned about the effects of an upcoming September 24, 2016, water balloon event to be held in Bryant Park. He supported the ordinance, as written, because Level 2 would not give “teeth” to the policy.
4. Commissioner McVoy commented that Mylar balloons were conductive and caused electrical outages. He supported implementing Level 3.
5. Mayor Triolo supported implementing Level 2 at present, with a future determination of where to implement regulations in the City.

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

Michelle Sylvester said she was in favor of the balloon ordinance.

John Watkins spoke in favor of banning the release of balloons.

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. Ordinance No. 2016-25 – First Reading – amend jurisdiction and applicability to the Land Development Regulations and schedule the public hearing date for September 20, 2016

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-25 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23, “LAND DEVELOPMENT REGULATIONS”, ARTICLE 1, “GENERAL PROVISIONS”, DIVISION 1, “GENERALLY”, SECTION 23.1-4, “JURISDICTION AND APPLICABILITY” TO CLARIFY THAT NON-COMPLIANCE WITH CONDITIONS PLACED ON A DEVELOPMENT PROJECT SHALL BE DEEMED A VIOLATION OF THIS CODE AND SHALL BE SUBJECT TO THE CITY’S CODE COMPLIANCE PROCESS; PROVIDING FOR SEVERABILITY, THE 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. 2016-25 on first reading and schedule the second reading and public hearing date for September 20, 2016.

William Waters, Community Sustainability Director, explained that the ordinance provided for any violation or non-compliance to be subject to the City's code compliance process as well as legal action. He said the ordinance provided a clear and predictable mechanism to ensure that conditions of approval associated with development were maintained and followed. He stated that the ordinance was for projects that had been finished but were not in compliance and cited examples of landscaping that had not been maintained or historic preservation requirements that had not been adhered to.

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. 2016-26 - First Reading - designate the restricted/committed/assigned fund balances for Fiscal Year 2016 in accordance with GASB 54 and schedule the public hearing date for September 20, 2016

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-26 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING COMMITTED FUND BALANCES; DESIGNATING THE CITY MANAGER TO ASSIGN FUND BALANCES IN ACCORDANCE WITH THE CITY OF LAKE WORTH CODE; AND PROVIDING FOR THE EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve Ordinance No. 2016-26 on first reading to designate the Committed Fund Balances for Fiscal Year 2016 in accordance with GASB 54 and schedule the public hearing date for September 20, 2016.

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.

13. LAKE WORTH ELECTRIC UTILITY:

A. Update on the electric utility system

John Borsch, Electric Utility Director, reported that Unit #1 had been taken out of service in May but would be back in service next week. He announced that solar panels would be installed at the former landfill next week with a Grand Opening celebration scheduled on October 11, 2016.

Comments/requests summaries:

1. Mayor Triolo asked about long term plans and a power purchase agreement.

Mr. Borsch replied that an agreement and business plan were being developed, both of which would be brought before the Commission shortly.

2. Commissioner Amoroso commented that he had been accompanying Siemens and choosing the placement of street lights in dark areas. He said residents appreciated the street lights.

3. Commissioner Amoroso commented that members from each neighborhood association were asked to accompany Siemens. He said street lights on the alleys, which were the more problematic areas, were being installed first, employing satellite imagery.

4. Vice Mayor Maxwell asked if the allocation of monies for dark spots were being tracked.

Mr. Borsch replied affirmatively. He stated that 150 additional lights were included in the contingency above what was planned.

B. CONSENT AGENDA:

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

C. PUBLIC HEARING:

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

D. NEW BUSINESS:

1. **Purchase Orders with SEL Enclosure Products and TEAMWORKnet, Inc. for the purchase, installation, and engineering of three protective relay panels for the Hypoluxo Station**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Purchase Orders with SEL Enclosure Products and TEAMWORKnet, Inc. for the purchase, installation, and engineering of three protective relay panels for the Hypoluxo Station upgrade in the amount not to

exceed \$151,146.

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

2. Purchase Order with Alan Jay Fleet Sales for a pickup truck for the Electric Utility Department

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve a Purchase Order with Alan Jay Fleet Sales, through the Florida Sheriffs Association Cooperative purchase agreement, in an amount not to exceed \$39,796.25.

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

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia provided the following report:

- Requested a closed executive session at 5 PM on September 20, 2016, pursuant to section 768.28(16)(b), Florida Statutes, to discuss several risk management claims (pre-suit).

15. CITY MANAGER'S REPORT

A. September 20, 2016 – draft Commission agenda

City Manager Bornstein provided the following report:

- Announced that Community Properties, which assisted in the management of foreclosed and vacant properties, was still active and 250 registered properties were each charged a \$200 registration fee.
- Commented that work was progressing on several big projects including: the lighting of State Highways, with Lake Worth being the only City in South Florida having received approval and solar panels being installed, which garnered interest from the Washington Post. He explained that the solar panel project turned the former landfill, which was an environmental scar, into a point of pride.
- Announced that investments totaling \$22 million were being made in the City and a State \$16 million loan would address a 50 year old brown water problem.
- Announced today's release of an interactive map which linked roads included in the \$40 million bond. He said tax calculations were being

reconfigured to change from five years to four years the completion of the improvement program.

- Announced that repairs to the Casino Building roof seemed to be working; there would be definitive results on October 4, 2016.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to adjourn the meeting at 8:34 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: October 4, 2016

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

**MINUTES
CITY OF LAKE WORTH
SPECIAL MEETING OF THE CITY COMMISSION
SEPTEMBER 13, 2016 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 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 and Commissioners Christopher McVoy, Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and Deputy City Clerk Melissa Ann Coyne. Vice Mayor Scott Maxwell was absent.

2. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

3. PUBLIC HEARINGS:

A. Resolution No. 42-2016 - First Public Hearing - establish the Fiscal Year 2016-2017 tentative general City millage rate and schedule the second public hearing date for September 20, 2016

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

RESOLUTION NO. 42-2016 OF THE CITY OF LAKE WORTH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution No. 42-2016 which adopted a tentative millage rate of 5.4945 mils for Fiscal Year 2016-2017 and schedule the second public hearing date for September 20, 2016, at 6:00 PM.

Marie Elianor, Financial Services Director, announced that the millage rate for Fiscal Year 2017 was 5.4945 mils.

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

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

B. Resolution No. 43-2016 - First Public Hearing - adopt the Fiscal Year 2016-2017 proposed City budget and schedule the second public hearing date for September 20, 2016

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

RESOLUTION NO. 43-2016, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution No. 43-2016 on first public hearing to adopt the proposed Fiscal Year 2016-2017 annual operating budget of the City of Lake Worth and schedule the second public hearing date for September 20, 2016, at 6:00 PM.

Marie Elianor, Financial Services Director, announced that expenditures in the proposed Fiscal Year 2017 budget totaled \$171,869,270. She said there was a summary schedule of the Fiscal Year 2017-2021's Five-Year Capital Improvement Plan.

Comments/requests summaries:

1. City Manager Bornstein commented that the first response to counteract the heroin epidemic in Lake Worth was to hire five deputies. The second response was to hire more Code Compliance staff. He said there was a commitment to hiring quality staff and improving the City's infrastructure.
2. Commissioner McVoy said he was concerned about the lack of a Sustainability Officer and requested this position be addressed in next year's budget. He said the Beach Fund was "torpedoed" and not balanced like other funds.

Mayor Triolo replied that there were temporary fixes and permanent fixes; it was necessary to get underperforming areas to perform properly. She said increasing parking rates was a temporary fix.

Commissioner Maier replied that each year the majority of the Commission chose a model, which showed the Beach Fund not moving in the right path. He said problems at the beach were solvable.

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

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

4. NEW BUSINESS:

A. Adopt the Fiscal Year 2017-2021 Capital Improvement Plan

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to adopt the Fiscal Year 2017-2021 Capital Improvement Plan (CIP), subject to changes based on the adoption of the Fiscal Year 2017 annual operating budget on September 20, 2016.

Marie Elianor, Financial Services Director, announced that the Fiscal Year 2017 CIP totaled \$16,912,932 from various departments.

Comments/requests summaries:

1. Commissioner McVoy said the budget was not increased to fix the roads.

Ms. Elianor replied that the CIP did not reflect the roads program, which was in the General Fund.

City Manager Bornstein replied that patching potholes would not be in the CIP, but would be separated out from the General Fund to track what was being spent.

2. Commissioner McVoy said he questioned whether the City should borrow money or fix the roads on an ongoing basis.

Mayor Triolo replied that the road maintenance portion of the budget was increased.

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

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

B. Resolution No. 44-2016 - Establish the Fiscal Year 2017 fees and charges for the City general Government, Electric and Water

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

RESOLUTION NO. 44-2016 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING REASONABLE FEES FOR CITY SERVICES AND OTHER CHARGES FOR THE 2016-2017 FISCAL YEAR, AND PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution No. 44-2016 establishing certain Fiscal Year 2016-2017 fees and charges for the City of Lake Worth.

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

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

C. Resolution No. 45-2016 - Solid Waste Assessment for FY17

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

RESOLUTION NO. 45-2016 OF THE CITY OF LAKE WORTH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH, FLORIDA; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY; APPROVING THE RATE OF ASSESSMENT; CONFIRMING, APPROVING AND ADOPTING THE SOLID WASTE ASSESSMENT ROLL FOR FISCAL YEAR 2017; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution No. 45-2016 adopting the City of Lake Worth refuse special assessment fee for Fiscal Year 2016-2017.

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

D. Resolution No. 46-2016 - Stormwater Assessment for FY17

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

RESOLUTION NO. 46-2016 OF THE CITY OF LAKE WORTH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH, FLORIDA; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY; APPROVING THE RATE OF ASSESSMENT; CONFIRMING, APPROVING AND ADOPTING THE STORMWATER ASSESSMENT ROLL FOR FISCAL YEAR 2017;

PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Resolution No. 46-2016 setting the City of Lake Worth stormwater special assessment for Fiscal Year 2016-2017.

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

5. ADJOURNMENT:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to adjourn the meeting at 6:20 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: October 4, 2016

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

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
SEPTEMBER 20, 2016 – 6:00 PM**

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

1. ROLL CALL:

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

2. INVOCATION OR MOMENT OF SILENCE:

A moment of silence was offered by Commissioner Ryan Maier.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Andy Amoroso.

4. AGENDA - Additions/Deletions/Reordering:

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

- Delete Presentations, Item B – Community Redevelopment Agency update;
- Delete Presentations, Item C – City Recreation Board update;
- Delete New Business, Item B – Ordinance No. 2016-28 – First Reading – adopt the County’s solicitation and distribution on public roads ordinance and schedule the public hearing date for October 4, 2016; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Palm Beach Sheriff’s Office Community Police update

Captain Todd Baer provided an update on crime statistics between January and June 2016. He reported that there were 220 cases involving narcotic overdose between January and August 2016. He provided an update on city-wide prostitution operations, partnership with the State Attorney’s Office

to push for stiffer sentences for repeat offenders, proactive policing, and implementing newly adopted City ordinances.

Lengthy discussion ensued regarding when the five additional deputies would begin; effectiveness of the opiate antidote called "Narcan" for emergency overdose treatment; Palm Beach Sheriff's Office (PBSO) providing an update on whether or not the change in hours to sell alcohol affected the number of crimes; misusing Fentanyl causing overdoses; warning everyone not to pick up narcotic needles with their bare hands; thanked the PBSO for the way they did their jobs; PBSO enforcing small crime, such as parking violations because officers were dealing with more serious crime; need for a work session to discuss comprehensive parking issues; Heroin Task Force created a sub-committee to find temporary housing for recovering addicts; registering properties that installed cameras on buildings; PBSO's plan to install ten cameras per year around the City; need to release a warning about picking up narcotic needles without protective gloves; the number of overdose cases reported by PBSO did not include the number of Fire/Rescue cases; and overdosing was not an arrestable crime.

B. (Deleted) Community Redevelopment Agency update

C. (Deleted) City Recreation Board update

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner McVoy: did not provide a report.

Vice Mayor Maxwell: announced that he went to Washington, D.C. with members from the Florida League of Cities. He said he lobbied against legislation to tax municipal bonds and discussed with legislators the unfairness of not paying sales tax for internet purchases. He reported that the legislators were looking to change laws to close Federal Emergency Management Agency (FEMA) cases. He announced a joint statement about sober, or group homes would be released soon and invited everyone to attend Chief Assistant State Attorney Al Johnson's overview plan to charge sober homes at the Scottish Rite Masonic Center on September 26, 2016. He said on September 17, 2016, students from Lake Worth High School, members from the Rotary Club, and himself painted trash cans along Dixie Highway.

Commissioner Maier: commented that he attended the Treasure Coast Regional Planning Council's meeting and the only issue that affected Lake Worth was discussion about the chain of lakes project called "Blueway Trail." He said many members of the Council supported the project, and they voted to approve. The State's Environmental Resources Management Department weighed in on the project, and everyone admitted that there were manatees in the water. He said no one knew how to solve the

manatee problem. He reported that salt water intrusion was also discussed and moving forward with the Blueway Trail project would increase that intrusion. He also reported that residents living near the project would see a dramatic change in their lives and properties. He announced that the Sister City Board was unable to meet last week due to a lack of quorum. He said he wanted to encourage the members to attend their next meeting. He commented that the Commission had given Code Compliance staff direction to not waste their time enforcing the height of grass because there were so many other worse cases.

Commissioner Amoroso: thanked Vice Mayor Maxwell for painting trash cans along Dixie Highway. He announced his attendance at a National League of Cities board meeting and said the members were writing a policy for their new president about use of Community Development Block Grant funds. There was also discussion about opium use and sober home issues. He commented that the National, Florida, and County League of Cities' were working together to address opium use and sober homes.

Mayor Pam Triolo: congratulated Father Frank from the Guatemalan Center for receiving an award. She announced the Mayan Festival was on September 24, 2016; invited everyone to attend the solar field grand opening event at the former landfill on October 11, 2016; announced the Lake Worth Library building was 75 years old; and announced the Metropolitan Planning Organization included \$3 million in their five-year transportation plan for Lake Worth.

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

Herman Robinson spoke on various issues; however, he did not write anything on his comment card.

8. PUBLIC HEARINGS:

A. Resolution No. 42-2016 – Second Public Hearing – establish the Fiscal Year 2016-2017 final general City millage rate

Mayor Triolo announced that the purpose of this meeting was to convene the second mandatory public hearing on the Fiscal Year 2016-2017 proposed millage rate and proposed operating budget as required by and pursuant to sections 166 and 200.65 of the Florida Statutes.

On July 19, 2016, the Commission set a tentative millage rate of 5.4945 mils and was advertised in the Truth-in-Millage (TRIM) notices sent to property owners. On September 16, 2016, the second public hearing was published in the Palm Beach Post announcing a proposed rate increase over the roll back rate and budget appropriation summary. She announced that the City had received the proof of publication.

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 42-2016 OF THE CITY OF LAKE WORTH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve Resolution No. 42-2016 which adopted a final millage rate of 5.4945 mils for the Fiscal Year 2016-2017.

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. Resolution No. 43-2016 – Second Public Hearing – adopt the Fiscal Year 2016-2017 final City budget

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 43-2016, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve Resolution No. 43-2016 on second public hearing to adopt the final Fiscal Year 2016-2017 annual operating budget of the City of Lake Worth.

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.

C. Ordinance No. 2016-25 – Second Reading and Public Hearing – amend jurisdiction and applicability to the Land Development Regulations

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-25 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23, "LAND DEVELOPMENT REGULATIONS", ARTICLE 1, "GENERAL PROVISIONS", DIVISION 1, "GENERALLY", SECTION 23.1-4, "JURISDICTION AND APPLICABILITY" TO CLARIFY THAT NON-COMPLIANCE WITH CONDITIONS PLACED ON A DEVELOPMENT PROJECT SHALL BE DEEMED A VIOLATION OF THIS CODE AND SHALL BE SUBJECT TO THE CITY'S CODE COMPLIANCE PROCESS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve Ordinance No. 2016-25 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.

D. Ordinance No. 2016-26 – Second Reading and Public Hearing – designate the restricted/committed/assigned fund balances for Fiscal Year 2016 in accordance with GASB 54

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-26 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING COMMITTED FUND BALANCES; DESIGNATING THE CITY MANAGER TO ASSIGN FUND BALANCES IN ACCORDANCE WITH THE CITY OF LAKE WORTH CODE; AND PROVIDING FOR THE EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to approve Ordinance No. 2016-26 on second reading to designate the Committed Fund Balances for Fiscal Year 2016 in accordance with GASB 54.

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.

9. APPROVAL OF MINUTES:

There were no Approval of Minutes items on the agenda.

10. CONSENT AGENDA:

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

- A. Task Order No. 11 for Construction Management and Administrative services and two amendments to agreements with Baxter & Woodman, Inc. dba Mathews Consulting**
- B. Agreement with B&B Underground Construction, Inc. for the 8th Avenue South Watermain Improvements project**
- C. Interlocal Agreement with the Town of South Palm Beach for maintenance of a lift station**
- D. Task Order No. 4 with Kimley-Horn and Associates, Inc. to provide transportation and traffic professional services**
- E. Agreement with W. Craig Lawson, P.A. for legal services**
- F. Accepting the Proposal for Insurance Coverage submitted by Public Risk Insurance Agency (PRIA)**
- G. Settlement and General Release Agreement with Belki Hernandez**
- H. Ratify a board member to the Electric Utility Advisory Board**

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. Ordinance No. 2016-27 – First Reading – adopt the County’s curbstoning ordinance and schedule the public hearing date for October 4, 2016**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-27 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, “BEACHES, PARKS AND RECREATION”, ARTICLE VI, “MUNICIPAL BEACH AREA AND MUNICIPAL BEACH”, SECTION 7-69, “COMMERCIAL ACTIVITIES; PEDDLING”; AMENDING CHAPTER 21, “TRAFFIC”, ARTICLE I, “IN GENERAL”, SECTION 21-21,

“APPLICABILITY OF “PALM BEACH COUNTY CURBSTONING ORDINANCE” TO PROVIDE THAT THE PALM BEACH COUNTY CURBSTONING ORDINANCE SHALL APPLY WITHIN THE MUNICIPAL LIMITS OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY, THE 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. 2016-27 on first reading and schedule the public hearing date for October 4, 2016.

City Attorney Torcivia explained that the Ordinance adopted the County’s curbstoning ordinance that related to the sale of motor vehicles from public and semi-public areas.

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

Comments/requests summaries:

1. Commissioner Maier commented that reference to aggressive panhandling should be included in Ordinance No. 2016-28 when it comes back to the Commission and not in Ordinance No. 2016-27. He said he would not support any aggressive panhandling ordinance, but would support this ordinance.

City Attorney Torcivia replied that reference to aggressive panhandling was already in the City’s Code. He asked if the Commission wanted him to readdress the panhandling ordinance in the future.

2. Commissioner Amoroso defined aggressive panhandling as someone who followed people around and asked for money or cigarettes. He commented that he did not have a problem with aggressive panhandling language included in the ordinance.

City Attorney Torcivia replied that the Commission had already adopted an aggressive panhandling ordinance, which was in the same section of the Code that was being amended by the curbstoning ordinance.

3. Mayor Triolo asked why the ordinance “meshed” both the County and City ordinances together.

City Attorney Torcivia replied that when Palm Beach Sheriff Office (PBSO) deputies were assigned to Lake Worth, they came from different districts throughout the County and had to learn both County and Lake Worth ordinances. He explained that the City did not need either Ordinance No. 2016-27 or the deleted Ordinance No. 2016-28, but both ordinances would make it easier for PBSO deputies to conform to Lake

Worth's laws because the language would be the same as the County's.

4. Commissioner Maier asked why there would be a need for the deleted Ordinance regarding solicitation and distribution on public roads since the City already had a Code about aggressive panhandling.

City Manager Bornstein replied that Commissioner Maier's comments about the need for an ordinance regarding solicitation and distribution on public roads could be discussed when it came back before the Commission. He explained that the County's ordinance only addressed roadway intersections.

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

- B. (Deleted) Ordinance No. 2016-28 – First Reading – adopt the County's solicitation and distribution on public roads ordinance and schedule the public hearing date for October 4, 2016**

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

ORDINANCE NO. 2016-28 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 19, "STREETS AND SIDEWALKS", ARTICLE VI, "PEDESTRIAN AND VEHICULAR RIGHTS-OF-WAY AND OTHER PUBLIC PROPERTY", SECTION 19-87, "PEDDLERS, SOLICITORS, OR CANVASSERS PROHIBITED IN DOWNTOWN AREA AND MAJOR THOROUGHFARES; EXCEPTIONS" AND ADOPTING SECTION 19-89, "APPLICABILITY OF "PALM BEACH COUNTY SOLICITATION AND DISTRIBUTION ON PUBLIC ROADS ORDINANCE" TO PROVIDE THAT THE PALM BEACH COUNTY SOLICITATION AND DISTRIBUTION ON PUBLIC ROADS ORDINANCE SHALL APPLY WITHIN THE MUNICIPAL LIMITS OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

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

B. PUBLIC HEARING:

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

C. NEW BUSINESS:

1) Notification letter to Orlando Utilities Commission (OUC) to extend the term of the purchased power agreement

Jack Borsch, Electric Utility Director, explained that the notification letter excised the City's option to extend the term of an agreement with Orlando Utilities Commission (OUC) for a fifth year at the same terms and conditions. He said the notice to extend the term of an agreement must be given no later than December 31, 2016.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to authorize the City Manager to execute a Notification Letter to Orlando Utilities Commission to extend the term of the Orlando Utilities Commission-Purchased Power Agreement through 2018.

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.

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia provided the following report:

- Announced that the plaintiff in a lawsuit regarding rezoning against the City for the Hudson Holding development of the Gulfstream Hotel was being appealed. He said the City could seek recovery of legal fees if the plaintiff did not win their appeal.

15. CITY MANAGER'S REPORT

A. October 4, 2016 – draft Commission agenda

City Manager Bornstein provided the following report:

- Commented that he was aggravated with an article in the Palm Beach Post newspaper about a City employee. He said the article was written in such a way as to skip over facts, and the reporter did not write about a relationship between an employee and an individual who received a business license.
- Announced that the deadline to receive a report about the Casino Building was October 5, 2016. He said a work session with the Commission was scheduled at 6 PM on October 6, 2016, at the Casino Building to discuss the report. A presentation about solutions for the

Casino Building's balconies and doors would be discussed.

16. ADJOURNMENT:

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to adjourn the meeting at 7:38 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: October 4, 2016

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



AGENDA DATE: October 4, 2016, Regular Meeting

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control

SUMMARY:

The Agreement authorizes the purchase of bulk Sodium Hypochlorite for the City's Water Utilities and Sub-regional Wastewater System at a cost not-to-exceed of \$114,875.00 for Fiscal Year (FY) 2017.

BACKGROUND AND JUSTIFICATION:

Sodium Hypochlorite is a necessary chemical which is added to the finished water supply and 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.

On September 8, 2016, bids were received for the purchase of bulk Sodium Hypochlorite needed for the Water Treatment Plant and Master Pump Station. These bids were evaluated by staff, taking into account unit costs, minimum quantities, and penalties for partial deliveries. Staff is recommending an agreement with Allied Universal Corporation to purchase Sodium Hypochlorite for an amount not to exceed \$114,875.00 for Fiscal Year 2017. This agreement will also authorize the City Manager to extend the agreement, if requested, and with the amount not to exceed amounts set forth in the 2018 and 2019 fiscal year budget.

MOTION:

I move to approve/deny an agreement with Allied Universal Corporation to purchase bulk Sodium Hypochlorite for an amount not to exceed \$114,875.00 for Fiscal Year 2017.

ATTACHMENT(S):

- 1) Fiscal Impact Analysis
- 2) Allied Universal Proposal
- 3) Bid Tabulation
- 4) Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$114,875.00	\$126,362.50	\$138,998.75	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	\$114,875.00	\$126,362.50	\$138,998.75	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 2017 Operating budget.

For the Water Treatment Plant supply:

Water Utilities/Water Production							
Account Number	Account Description	Project #	FY 2017 Adopted Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Chemicals	N/A	\$485,500	N/A	\$485,500	-\$103,275	\$382,225

For the Master Lift Station supply:

Water Utilities/Regional Pumping							
Account Number	Account Description	Project #	FY 2017 Adopted Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
405-7421-535.52-30	Chemicals	N/A	\$200,000	N/A	\$200,000	-\$11,600	\$188,400

C. Fiscal Review:

Brian Shields - Director
 Clyde Johnson - Finance
 Marie Elianor – Finance
 Christy Goddeau – Legal
 Michael Bornstein – City Manager



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INVITATION FOR BID

IFB NO. 16-122 LIQUID SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY

Bid Submission Deadline

Day / Date: Thursday, September 8, 2016
Time: 3:00 PM
Location: Financial Services
City Hall
7 North Dixie Highway
2nd Floor
Lake Worth, FL 33460



Financial Services
7 North Dixie Highway
Lake Worth, FL 33460
561.586.1654

INVITATION FOR BID IFB 16-122

LIQUID SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY

The City of Lake Worth is soliciting bids from responsible and qualified suppliers to furnish and deliver **Sodium Hypochlorite** at a fixed price, on an as needed basis. The term of the contract is for twelve (12) months, with the option to renew for two additional twelve (12) month terms.

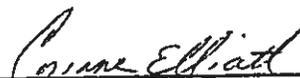
Bid documents may be downloaded at the City's website at www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Financial Services office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00 PM on Thursday, September 8, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Financial Services office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth
Financial Services
7 North Dixie Highway
2nd Floor
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID 16-122.

BY: 
Corinne Elliott, Asst. Finance Director

PUBLISHED: August 21, 2016
Palm Beach Post

IFB 16-22

LIQUID SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY

TENTATIVE BID SCHEDULE

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

<u>ACTION</u>	<u>COMPLETION DATE</u>
Final Questions Due	August 29, 2016 at 2:00 PM
Addendum Published	August 31, 2016
Bid Due	September 8, 2016 at 3:00 PM

SECTION 1 – SCOPE OF WORK

1. PURPOSE AND INTENT

The City of Lake Worth (hereinafter known as City) intends to contract with a responsible and qualified supplier to furnish and deliver Sodium Hypochlorite at a fixed price, on an as needed basis to the Water Treatment Plant and Master Pump Station.

2. F.O.B. POINT AND ORDER PLACEMENT

F.O.B. point shall be destination. Delivery location shall be:

WATER PLANT, 301 COLLEGE STREET, LAKE WORTH, FL 33460

4-4500 GALLON STORAGE TANKS

1-6700 GALLON STORAGE TANKS

Or

Master Pump Station, 202 South Gulfview Road, Lake Worth. FL 33460

1-1450 GALLON STORAGE TANK

Product shall be ordered on an "as needed" basis by the respective location using purchase orders.

3. DELIVERY AND ORDER FULLFILLMENT

Delivery shall be made within 48-72 hours of order placement or as stated by the ordering location. Delivery deviations shall be communicated to the ordering location at time of order placement. Normal deliveries will be made Monday through Friday 7:00 AM to 3:00 PM.

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Lake Worth, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

4. QUANTITIES

Quantities specified are based on annual estimates. The City of Lake Worth makes no guarantee regarding the quantity to be purchased and reserves the right to vary the quantities. **Prices and quantities are to be quoted based on gallons, NOT weight.**

5. CONDITIONS OF CONTRACT

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods. Option for renewal will be exercised upon mutual written agreement, with all terms and conditions remaining adhered to. Any renewal will be subject to appropriation of funds by the City. The City of Lake Worth or the Contractor may refuse to exercise the renewal option by providing written notice of the same no later than six (6) months before the expiration of the term.

The City intends to enter into a fixed price contract with the supplier providing the lowest, most reasonable cost to the City. Recognizing market fluctuations, after the initial twelve (12) months of the contract, and annually thereafter, the City will consider adjustment (increase or decrease) to the fixed price which shall be based on reasonable market evidence.

It is the responsibility of the awarded vendor to submit written documentation requesting a price decrease / increase at the end of the first year. The letter shall be addressed to the Finance Department.

6. DELIVERY DOCUMENTS AND INVOICE DOCUMENTATION

The City requires all shipments be accompanied by a packing list or bill of lading stating, at a minimum, a description of the product and quantity. Invoices shall contain, at a minimum, the City purchase order number, delivery date, quantity, product description, price and unique invoice number.

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City of Lake Worth. The report shall contain the following data:

- Date & Time of Manufacture
- Percent by weight of:
 1. Sodium Hypochlorite
 2. Available Chlorine
 3. Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

7. QUALITY ASSURANCE & RETURNED GOODS

The successful bidder upon receipt of a purchase order shall assure the product shipped is of the correct quantity and meets all specifications of the bid, purchase order and order release. Deliveries which do not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to delivery refusal and return to the vendor, at the expense of the vendor.

NSF Each bidder shall submit a copy of the three most recent years complete NSF samples results of the product from the facility that will be supplying their product to the City of Lake Worth. The City of Lake Worth will use these results to ensure compliance with specification. Failure to submit this information or meet requirements of specification may result in bid disqualified.

8. MATERIAL SAFETY DATA SHEET (MSDS) AND SAFETY COMPLIANCE

A current Material Safety Data Sheet (MSDS) must be submitted for each applicable item within seven (7) calendar days of notification of award and with each shipment. The successful bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA and its amendments).

9. QUALIFICATIONS AND EXPERIENCE OF BIDDERS

- The bidder must be regularly engaged in the business of providing the services as described in this Bid for a minimum of three (3) years.
- The bidder must have sufficient financial support, equipment, fleet, personnel, quality control and safety programs and procedures in place to perform the required services.
- The bidder must be able to acquire sufficient insurance as required by the City.
- The bidder must provide a minimum of three (3) client reference of similar size and scope to this Bid.
- The bidder shall assure using agency that when in the opinion of the using agency an emergency

condition exists, trained emergency crews and properly fitted equipment will be made available in an expeditious manner and will work with the using agency (if trained staff from using agency are available). Bidder shall state location and phone number of nearest emergency crew.

10. TECHNICAL REQUIREMENTS

Must Be NSF approved

Product specifications (as per AWWA Standard B300 latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Composition: Minimum: 120 G/L (12.0 Trade %), 10.3 % available chlorine by weight or 10.8% Sodium Hypochlorite by weight
- Specific gravity: at 20C - 1.1 - 1.2
- Molecular weight: 74.5
- Appearance: Light-yellow to green clear liquid solution
- Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C
- Total free alkali (expressed as NaOH) < 1.5% by weight

11. SUCCESSFUL BIDDER'S RESPONSIBILITIES

Shipments shall bear warning labels as specified by USDOT regulations.

The contractor shall be responsible for pumping liquid sodium hypochlorite into the City's storage tanks at the delivery sites and the contractor shall be responsible for all necessary hoses, fittings, pumps etc. required to safely and efficiently offload the liquid sodium hypochlorite.

Successful bidder's vehicle shall be equipped with a 2" Cam Lock Filler Nozzle for product dispensing (unload).

The delivery site(s) is located within a wellfield zone. Proper handling and delivery procedures shall comply with the Department of Environmental Resources Management (ERM) requirements.

The contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's equipment or delivery personnel proper performance of their duties. Contractor's delivery personnel shall constantly inspect and observe the offloading operations.

Product shall be delivered in thoroughly cleaned tank trucks. The City of Lake Worth reserves the right to order in quantities less than a tanker load (LTL).

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City of Lake Worth. The report shall contain the following data:

- Date & Time of Manufacture
- Percent by weight of:
 1. Sodium Hypochlorite
 2. Available Chlorine
 3. Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the City of Lake Worth unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Product shall be delivered in bulk as follows:

Item #1 - Tanker load is 5,000 gallons.

Item #2 - Less than tanker load (LTL) quantity (less than 5,000 gallons).

END OF SECTION 1 – SCOPE OF WORK

SECTION 2 – GENERAL TERMS

1. **INSURANCE.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder 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 the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured". Selected bidder will provide additional insured endorsements section of Certificate of Insurance.

2. **PRICE/ACCEPTANCE/DELIVERY**

Price quoted must be the new price delivered to the City. Any bids containing modifying or "escalator" clauses will not be considered. "Acceptance" as herein used means the acceptance by the City after the Procurement Official or her authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible or as specified. In the appropriate blank on the bid form, the vendor will indicate the best delivery date after receipt of order. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

3. FEDERAL AND STATE TAX

The City is exempt from Federal Tax and State Tax for Tangible Personal Property. Vendors or contractors doing business with the City 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.

4. TERMINATION

Contract will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's performance standards.

In the event that the successful bidder violates any of the provisions of the contract, the City may serve written notice upon such bidder of its intention to terminate the contract. Such notice shall state the reason for such intention to terminate the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination and vendor surety, if any, shall be forfeited. Provisions of the City Purchasing Ordinance 3776-04, relating to suspension and debarment may be applied.

5. PROTECTION OF PROPERTY

The successful bidder shall at all times guard against damage or loss to the property of the City or of other vendors or Suppliers 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 bidder or their agents. The Supplier 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 Supplier property due to theft or vandalism.

6. 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 Contract shall rest upon the Supplier, and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

7. INDEMNIFICATION/HOLD HARMLESS

Bidder shall indemnify, defend, save and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Bidder, its sub Bidders, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Bidder, its sub Bidders, suppliers, agents or employees.

END OF SECTION 2 – GENERAL TERMS

SECTION 3 - INSTRUCTIONS TO BIDDERS

1. HOW TO SUBMIT A BID:

a. The original and four (4) copies of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth
Financial Services, 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

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

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

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

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

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

- B1 Bid Cover Sheet
- B2 Bidder's Minimum Qualifications (References)
- B3 Bid
- B4 Contractor Verification
- B5 Non-Collusion Affidavit
- B6 Drug Free Certification

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

3. COMPLETION OF BID SUBMISSION PACKAGE.

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

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

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

4. ERRORS/ERASURES/CORRECTIONS

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

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

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

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

5. **BID PRICES.** All prices shall remain valid for **hundred twenty (120) days** after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions. The City reserves the right to reduce the scope of work in order for the total bid amount to be consistent with the City's budget and/or for other purposes. The City also reserves the right to negotiate further with the selected bidder in order to enter a resulting contract that is in the best interests of the City.

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

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

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

9. **NO LOBBYING – CONE OF SILENCE.** In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone

of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

11. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

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

City of Lake Worth
Financial Services, 2nd floor
7 N. Dixie Highway
Lake Worth, FL 33460
E-mail: ls Sexton@lakeworth.org
(561) 586-1654

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

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

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

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

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

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

The above criteria are equally weighted.

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

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder. The City anticipates awarding a **three (3) year plus two (2) one year (1) options for a total of five years (5)**. The City will reserve the right in the contract to terminate the contract without cause upon 30-days written notice.

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

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

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

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

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected. Applicable forms may be obtained from the City's Procurement Office. Requests for forms must be made at least 48 hours in advance of bid due date and time.

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

23. **DISCLOSURE AND DISCLAIMER.** The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

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

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

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

END OF SECTION 3 - INSTRUCTIONS TO BIDDERS

(B1)

BID PACKAGE COVER SHEET

IFB #16-122

Project Title: SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY

Bidder Company Name: Allied Universal Corporation

Enclose the following documents:

- 1. Bid Package Cover Sheet (B1)
- 2. Minimum Qualifications (B2)
- 3. Bid (B3) **Must be signed**
- 4. Contractor Verification (B4) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- 5. Affidavit Of Prime Bidder re Non-collusion (B5)
- 6. Drug Free Certification (B6)

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 FOUR (4) COPIES 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.

IFB #16-122

BIDDER'S MINIMUM QUALIFICATIONS

In order for a bidder to be considered for award, the bidder must have the at least three (3) years of similar experience (as shown through the requested references). A bidder who fails to meet this requirement will be disqualified. All decisions on qualifications are within the City's sole discretion.

The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Bidder's Name: Allied Universal Corporation

PROJECT **(FIRST PROJECT)**

Name of Project: Miami Dade Water & Sewer

Project Location: Hialeah, FL

Describe the project elements scope of work, if for post-disaster, facility name, contact name, address, and phone number, number of persons served, food and beverages provided and other services/goods provided:

Supply of Sodium Hypochlorite

700 West 2nd Avenue

Hialeah, FL 33011

Bidder's Name: Allied Universal Corporation

Contract Amount: Over 2 million dollars

Project Start Date: November 2012

Project End Date: On going

Owner/Contact Name & Title: Ed Turner

Phone Number: 786-229-0701

Fax Number: 305-805-1620

Email Address: jturn@miamidade.gov

Bidder's Name: Allied Universal Corporation

PROJECT (SECOND PROJECT)

Name of Project: City of Ft. Myers

Project Location: Ft. Myers, FL

Describe the project elements scope of work, if for post-disaster, facility name, contact name, address, and phone number, number of persons served, food and beverages provided and other services/goods provided:

Supply of Sodium Hypochlorite
2751 Jacksonville St.
Ft. Myers, FL 33916

Bidder's Name: Allied Universal Corporation

Contract Amount: Over \$500,000 dollars

Project Start Date: November 2009

Project End Date: On going

Owner/Contact Name & Title: Debra Kearns

Phone Number: 239-321-7238

Fax Number: 239-344-5935

Email Address: dkearns@cityoft.myers.com

Bidder's Name: Allied Universal Corporation

PROJECT (THIRD PROJECT)

Name of Project: Palm Beach County

Project Location: Boca Raton, FL

Describe the project elements scope of work, if for post-disaster, facility name, contact name, address, and phone number, number of persons served, food and beverages provided and other services/goods provided:

Supply of Sodium Hypochlorite

22438 SW 7 Street

Boca Raton, fL 33433

Bidder's Name: Allied Universal Corporation

Contract Amount: Over 2 million dollars

Project Start Date: September 2011

Project End Date: On going

Owner/Contact Name & Title: Sandy Cservenyak

Phone Number: 561-616-6814

Fax Number: 561-242-6714

Email Address: scser@pbcgov.org

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

(B3)

IFB #16-122

SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY

BID PROPOSAL FORM

Item	Description	Unit of Measure	Est Annual Usage	Unit Price	Annual Extended
	Sodium Hypochlorite (Bleach)				
1	Full Truckload Price	1 Gal	225,000 Gal	<u>\$.459</u> /Gal	<u>\$103,275.00</u> /Gal
2	Partial Truckload Price	1 Gal	20,000 Gal	<u>\$.58</u> /Gal	<u>\$11,600.00</u> /Gal

Item #1 - Tanker load is 5,000 gallons.

Item #2 - Less than tanker load (LTL) quantity (less than 5,000 gallons).

Name of Bidder: Allied Universal Corporation

Address: 3901 NW 115 Avenue, Miami ST FL Zip 33178

Phone: (305) 888-2623 Email: CristyM@Allieduniversal.com

Print Name: Cristhianne Manguia Title: Bid Coordinator

SIGNATURE:  Date: September 1, 2016

IFB #16-122

CONTRACTOR VERIFICATION FORM

BIDDER:

Name of Firm: Allied Universal Corporation

Address: 3901 NW 115 Avenue
Miami, FL 33178

Telephone: (305) 888-2623

Fax: (786) 522-0215

Email: CristyM@Allieduniversal.com

CONTRACTOR OF RECORD (if same, state "same as above"):

Name: same as above

Address: _____

Telephone: () _____

Email: _____

State License # 2130PE (see attached) (ATTACH APPLICABLE COPY)

County License # _____ (ATTACH APPLICABLE COPY)

Type of License: Operating Center

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Contractor/Licensee a full-time employee of Bidder?

Yes No N/A

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

Yes No N/A

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

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

**IFB #16-122
AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime**

State of Florida
County of Dade

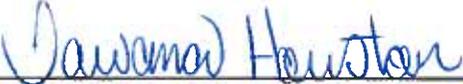
Cristhianne Munguia, being first duly sworn, disposes and says that:
(Name)

1. I am the Bid Coordinator of Allied Universal Corporation, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.
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) 
(Print Name) Cristhianne Munguia
(Title) Bid Coordinator

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 1 day of September, 2016, 2014 by Cristhianne Munguia, who is Bid Coordinator (title) of Allied Universal Corporation and who is personally known to me or who has produced personally known as identification.




Notary Public
09/01/16

IFB #16-122

DRUG FREE WORKPLACE CERTIFICATION

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

Allied Universal Corporation 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: Cristhianne Munguia

September 1, 2016
Date



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to City of Lake Worth.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 8th day of June 2016.

(Seal of Corporation)



Jim Palmer, President - CEO

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107



NSF International

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

TEST REPORT

Send To: 01240

Ms. Robin J.E. Bolte
Allied Universal Corporation
210 Alumni Avenue
Durham, NC 27713-6023

Facility: 01245

Allied Universal Corporation
9549 Rangeline Road
Fort Pierce FL 34987
United States

Result PASS

Report Date 05-JAN-2015

Customer Name	Allied Universal Corporation
Tested To	NSF/ANSI 60
Description	Sodium Hypochlorite Sodium Hypochlorite
Trade Designation	Sodium Hypochlorite
Test Type	Annual Collection
Job Number	A-00149166
Project Number	W0079476
Project Manager	Matthew Marble

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 
Amanda Phelka - Director, Toxicology Services

Date 05-JAN-2015

**General Information**

Standard: NSF/ANSI 60
 DCC Number: DA03347
 Lot Number/Product Identifier: 0121114
 Maximum Use Level: 100 mg/L
 Monitor Code: A
 Physical Description of Sample: Sodium Hypochlorite
 Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: S-0001109830
 Description: Sodium Hypochlorite | Sodium Hypochlorite
 Sampled Date: 17-Dec-2014
 Received Date: 15-Dec-2014

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0929	Date exposure completed	17-DEC-2014
Preparation method used	B	Final volume of solution	0.5 L
MUL	100 mg/L	Mass of material used	538 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
Chemistry Lab							
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	9	ND(1)	9	0.9	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
Volatile Organic Compounds (Ref: EPA 524.2)							
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)	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)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass



Sample Id: S-0001109830

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
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)	0.3	Pass
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)	0.7	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)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
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



Sample Id: S-0001109830

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
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)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	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.							
[Xylenes] - Acceptance based on Total Xylenes							
[TTHM] - Acceptance based on Total Trihalomethanes							

Sample Id: S-0001109831

Description: Sodium Hypochlorite | Sodium Hypochlorite

Sampled Date: 11-Dec-2014

Received Date: 15-Dec-2014

Quenched Date: 11-DEC-2014 00:00

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0000001	Date exposure completed	15-DEC-2014
MUL	100 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		



Sample Id: S-0001109831

Normalization Calculation:

Normalized Result = Test Result * NF * (10³ ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1 \text{ L}}{10^3 \text{ ml}}$ * $\frac{1 \text{ g}}{10^3 \text{ mg}}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10 ml, 1 g = 10 mg;

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	5	Pass
Chlorate	mg/L	830	830	ug/L	79 ug/L	300	
Bromate	mg/L	2	2	ug/L	0.1 ug/L	3.3	
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:

<u>NSF Reference</u>	<u>Parameter / Test Description</u>
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:

	<u>Id</u>	<u>Address</u>
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.



Send To: 01240

Ms. Robin J.E. Bolte
Allied Universal Corporation
3901 Northwest 115th Avenue
Miami, FL 33178

Facility: 01245

Allied Universal Corporation
9549 Rangeline Road
Fort Pierce FL 34987
United States

Result PASS

Report Date 07-OCT-2015

Customer Name	Allied Universal Corporation
Tested To	NSF/ANSI 60
Description	Sodium Hypochlorite Sodium Hypochlorite
Trade Designation	Sodium Hypochlorite
Test Type	Annual Collection
Job Number	A-00156185
Project Number	W0163096
Project Manager	Matthew Marble

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

Amanda Phelka - Director, Toxicology Services

Date

07-OCT-2015



General Information

Standard: NSF/ANSI 60
DCC Number: DA03347
Date of Manufacture: 08/2/2015
Lot Number/Product Identifier: 6202
Maximum Use Level: 100 mg/L
Monitor Code: A
Physical Description of Sample: Sodium Hypochlorite
Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: S-0001180060
Description: Sodium Hypochlorite | Sodium Hypochlorite
Sampled Date: 16-Sep-2015
Received Date: 05-Aug-2015

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0990	Date exposure completed	16-SEP-2015
Preparation method used	B	Final volume of solution	0.5 L
MUL	100 mg/L	Mass of material used	505 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
Chemistry Lab							
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)		
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(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	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	0.7	0.3	0.4	0.04	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.04	Pass



Sample Id: S-0001180060

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	0.8	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	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(0.1)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.99)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.99)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	100	Pass



Sample Id: S-0001180060

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	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(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	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.							
[Xylenes] - Acceptance based on Total Xylenes							
[TTHM] - Acceptance based on Total Trihalomethanes							

Sample Id: S-0001180061

Description: Sodium Hypochlorite | Sodium Hypochlorite

Sampled Date: 03-Aug-2015

Received Date: 05-Aug-2015

Quenched Date: 3-AUG-2015 15:00

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0000001	Date exposure completed	05-AUG-2015
MUL	100 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		



Sample Id: S-0001180061

Normalization Calculation:

Normalized Result = Test Result * NF * (10³ ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1 \text{ L}}{10^3 \text{ ml}} \cdot \frac{1 \text{ g}}{10^3 \text{ mg}}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10 ml, 1 g = 10 mg;

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	5	Pass
Chlorate	mg/L	1600	1600	ug/L	150 ug/L	300	
Bromate	mg/L	2	2	ug/L	0.2 ug/L	3.3	

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
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

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

TEST REPORT

Send To: 01240

Ms. Robin J.E. Bolte
Allied Universal Corporation
210 Alumni Avenue
Durham, NC 27713-6023

Facility: 01245

Allied Universal Corporation
9549 Rangeline Road
Fort Pierce FL 34987
United States

Result	PASS	Report Date	04-NOV-2013
Customer Name	Allied Universal Corporation		
Tested To	NSF/ANSI 60		
Description	Sodium Hypochlorite Sodium Hypochlorite		
Trade Designation	Sodium Hypochlorite		
Test Type	Annual Collection		
Job Number	A-00128210		
Project Number	9142445 (CLA, TEA)		
Project Manager	Matthew Marble		

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 
Amanda Phelka - Director, Toxicology Services

Date 04-NOV-2013

**General Information**

Standard: NSF/ANSI 60
 DCC Number: DA03347
 Lot Number/Product Identifier: 061813-05-01
 Maximum Use Level: 100 mg/L
 Monitor Code: A
 Physical Description of Sample: Sodium Hypochlorite
 Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: **S-0000990749**
 Description: Sodium Hypochlorite
 Sampled Date: 24-Sep-2013
 Received Date: 13-Sep-2013

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0935	Date exposure completed	24-SEP-2013
Preparation method used	B	Final volume of solution	0.5 L
MUL	100 mg/L	Mass of material used	535 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF} \quad \text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- 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
Chemistry Lab							
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
Volatile Organic Compounds (Ref: EPA 524.2)							
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)	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)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass



Sample Id: S-0000990749

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
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)	0.3	Pass
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	2	3.8	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)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
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
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass

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Sample Id: S-0000990749

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
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)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
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)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	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.							
[Xylenes] - Acceptance based on Total Xylenes							
[TTHM] - Acceptance based on Total Trihalomethanes							

Sample Id: S-0000990750
 Description: Sodium Hypochlorite
 Sampled Date: 13-Sep-2013
 Received Date: 13-Sep-2013

Quenched Date: 10-SEP-2013 14:00

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0000001	Date exposure completed	13-SEP-2013
MUL	100 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		



Sample Id: S-0000990750

Normalization Calculation:

Normalized Result = Test Result * NF * (10³ ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1 \text{ L}}{10^3 \text{ ml}}$ * $\frac{1 \text{ g}}{10^3 \text{ mg}}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10³ ml, 1 g = 10³ mg;

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	5	Pass
Chlorate	mg/L	760	760	ug/L	72 ug/L	200	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	3	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-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
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
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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.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, September 01, 2016** 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?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website \(http://www.allieduniversal.com\)](http://www.allieduniversal.com)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Chlorinating Sanitizer

Aqua Guard Chlorinating Sanitizer 10.5%

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight

Aqua Guard Sodium Hypochlorite 10.5%

Aqua Guard Sodium Hypochlorite 10.5% By Weight

Sodium Hypochlorite

Sodium Hypochlorite 10.5% Chlorine By Weight

Product Function

Disinfection & Oxidation

Max Use

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L

Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 NW 115th Avenue
Miami, FL 33178
United States
305-888-2623

Facility : # 1 USA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer		100mg/L

**Disinfection & Oxidation
Bactericide**

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2

Number of matching Products is 53

Processing time was 1 seconds



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of Lake Worth will comply with the AWWA B300 Standards and ANSI/NSF standard 60 or as may be amended.

Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 1st day of September, 2016

Notary Public of the State of Florida.

Notary Public



09/01/16

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107

MICRO PRINT SIGNATURE LINE SHOWS UP UNDER MAGNIFICATION

2016000470

2015-2016
LOCAL BUSINESS TAX RECEIPT

CITY OF DORAL, FLORIDA

8401 Northwest 53rd Terrace
Doral, Florida 33166
(305) 593-6631

MACHINES:
SEATS:
STATE LIC.#
EMPLOYEES: **35**
LICENSE FEE: **\$60.00**

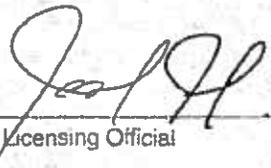
2130PE OPERATION CENTER

FOR THE PERIOD COMMENCING OCTOBER 1, 2015
AND ENDING SEPTEMBER 30, 2016 LICENSED TO
ENGAGE IN THE FOLLOWING BUSINESS:

Business Name: **ALLIED UNIVERSAL CORP**

DBA:
Address: **3901 NW 115TH AVE
DORAL, FL 33178**

Conditions:



Chief Licensing Official

8401 NW 53rd Terrace, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax 305-593-6616

ARTIFICIAL WATERMARK SCREENED ONTO BACK OF DOCUMENT



City of Lake Worth

BID TABULATION - IFB 16-122 LIQUID SODIUM HYPOCHLORITE

BID OPENED: September 8, 2016 @ 3:00 pm

				ALLIED UNIVERSAL CORP.		ODYSSEY MANUFACTURING COMPANY	
Item	Description	UOM	Est Annual Usage	Unit Price	Annual Extended	Unit Price	Annual Extended
1	Full Truckload Price	1 Gal	225,000	\$0.459	\$ 103,275.00	\$0.515	\$ 115,875.00
2	Partial Truckload Price	1 Gal	20,000	\$0.58	\$ 11,600.00	\$0.60	\$ 12,000.00
Minimum Qualifications (B2)					YES		YES
Bid (B3)					YES		YES
Contractor Verification (B4)					YES		YES
Affidavit Of Prime Bidder re Non-collusion (B5)					YES		YES
Drug Free Certification (B6)					YES		YES

Opend by: Hirut Darge

AGREEMENT
(Liquid Sodium Hypochlorite – Purchase and Delivery)

THIS AGREEMENT is made this _____ day of _____, 2016 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, **Allied Universal Corporation**, a corporation authorized to do business in the State of Florida, hereinafter the “CONTRACTOR”, with its office located at 3901 NW 115 Avenue, Miami, Florida 33178.

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 #16-122 (hereinafter “IFB”) for the procurement of liquid sodium hypochlorite, on an as needed basis;

WHEREAS, CONTRACTOR submitted a bid to provide liquid sodium hypochlorite 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 renewal terms may be approved by the City Manager upon the same terms, conditions and pricing. The CITY may terminate this 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 liquid sodium hypochlorite as needed by the City's water treatment plant and master pump station, 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 made within 48-72 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 be made on a "first priority" basis. Deliveries shall only occur between the hours of 7:00 am to 3:00 pm Monday through Friday.

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 price set forth in CONTRACTOR'S response to the IFB.

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

5.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not provide goods under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods in any subsequent Fiscal Year. If the budget is approved for said goods, the City will issue a new Purchase Order each Fiscal Year, for required and approved goods.

6. MAXIMUM COSTS

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

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 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 or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

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

21. TIME IS OF THE ESSENCE

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

22. NOTICES

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

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:

Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178

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 Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the CITY to perform the service.

(b) Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Auditor does not transfer the records to the CITY.

(d) Upon completion of this Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-586-1660, dandrea@LakeWorth.org, OR BY MAIL AT CITY OF LAKE WORTH, ATTN: DEBBIE ANDREA, 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FL 33460.

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 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, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended

(42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, City Attorney

CONTRACTOR: **ALLIED UNIVERSAL CORPORATION**

By: _____
Jim Palmer

[Corporate Seal]

Print Name: Jim Palmer

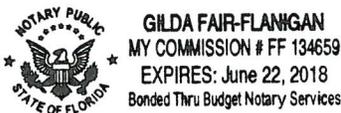
Title: President - CEO

STATE OF Florida)
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 16 day of September, 2016 by Jim Palmer, as President - CEO (title), of Allied Universal Corporation, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known as identification.

Notary Public

Gilda Fair
Print Name: Gilda Fair
My commission expires: June 22, 2018





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2016

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).

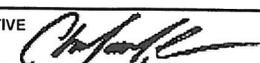
PRODUCER Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Allied Universal Corp. 3901 NW 115th Ave Doral, FL 33178 CTL 1273 1230791	INSURER A: Continental Indemnity Co. 28258	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS MADE						AGGREGATE \$
	DEDUCTIBLE	<input type="checkbox"/>	<input type="checkbox"/>				\$
	RETENTION \$						\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N N	N/A	73-874827-01-06	10/15/2015	10/15/2016	<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 / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Lake Worth 7 North Dixie Highway Lake Worth, FL 33460	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  L039971
--	--



AGENDA DATE: October 4, 2016, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Approval of Settlement Agreement and General Release relating to Germaine English and the City of Lake Worth.

SUMMARY:

Approval of Settlement Agreement and General Release relating to Germaine English and the City of Lake Worth as agreed to at mediation.

BACKGROUND AND JUSTIFICATION:

Germaine English filed a Notice of Discrimination Charge with the Equal Employment Opportunity Commission (EEOC). During the mediation with the EEOC a Settlement Agreement and General Release was agreed upon. Pursuant to the Settlement Agreement and General Release, it was agreed that Ms. English would use her accrued vacation time for two weeks and that the City would issue: one check payable to Germaine English in the amount of \$30,335, less applicable taxes, deductions and withholding; one check made payable to the Darfoor Law Firm, P.A. in the amount of \$17,265.00. Ms. English's resignation was effective September 24, 2016.

The City Attorney and Staff recommend approval of the Settlement Agreement and General Release.

MOTION:

I move to approve/not approve the Settlement Agreement and General Release with Germaine English.

ATTACHMENT(S):

1. Settlement Agreement and General Release

September 8, 2016

Michael Bornstein, City Manager
City of Lake Worth
7 N. Dixie Highway
Lake Worth, FL 33460

Mr. Bornstein:

This letter is to serve as my resignation from the position of Human Resources Director with the City of Lake Worth. My last day will be September 24, 2016.

Regards,



Germaine Z English, Esq., SPHR, SHRM-SCP

/gze

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is hereby made and entered into by and between GERMAINE Z. ENGLISH ("Employee") and the CITY OF LAKE WORTH (hereinafter referred to as "Employer") (jointly referred to as the "Parties"). In exchange for the mutual promises set forth below and intending to be legally bound, the Employer and the Employee agree to the following terms and conditions:

A. Employee was employed as the Director of Human Resources for said Employer, and,

B. Employee resigned from her employment effective September 24, 2016, and will submit a written resignation letter to the City Manager no later than Friday, September 16, 2016; Employee will be on paid vacation between September 7, 2016 and September 24, 2016, and should not appear for work. Employer has no obligation to employ Employee under any circumstances in the future and Employee waives any alleged right or entitlement to future employment and agrees any future application for employment shall not be considered.

C. Employee, through her attorney, has raised an employment dispute and made claims against the City. If employee accepts the terms and conditions of this Agreement, Employee shall receive the gross amount of \$51,800.00 in addition to certain non-monetary items, as Settlement of this matter. The payment of such Settlement Amount and additional items are more fully set forth in Paragraph H, below.

D. It is agreed and understood that neither the offer or acceptance of this Agreement nor the payment of any money or provision of benefits hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by the Employer or the Employee.

E. Employee hereby releases and discharges the Employer (and all of its affiliates, successors, assigns, directors, officers, insurers, Commissioners, employees, attorneys, and agents) from and against any and all liability to Employee upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, arising out of or relating to Employee's employment, separation from employment, if applicable, or any other act, event, failure to act or things which have occurred or were created at any time before or upon the date on which this Agreement becomes effective upon expiration of the revocation period. Without limiting the generality hereof, this Release covers claims or causes of action based upon all torts (such as, for example, negligence, fraud, defamation, wrongful discharge, invasion of privacy); express and implied contracts (except this Agreement); federal, state or local statutes and ordinances, including those which regulate employment practices (such as, for example, the Age Discrimination in Employment Act, Family and Medical Leave Act, Federal Civil Rights Acts (including but not limited to 42 U.S.C.A Sections 1981 – 1988, 2000a-6, and 2000e-17); the Americans with Disabilities Act; the Genetic Information Nondiscrimination Act; the National Labor Relations Act; the Older Worker Benefit Protection Act of 1990; any state or federal Whistleblower's Act; Public Employee Relations Act; Title VII of the Civil Rights Act; the Civil Rights Act of 1991; the Reconstruction Era Civil Rights Act of 1866; the Employee Retirement

Income Security Act; the Public Health Services Act; Sarbanes-Oxley; the Rehabilitation Act of 1973; the Health Insurance Portability and Accountability Act; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida Civil Rights Act; the Florida Equal Pay Act; the Patient Protection and Affordable Care Act; any claims under Fla. Stat. 448.08 for unpaid wages and waivable rights under the Florida Constitution; and any and all amendments to such acts); any and all claims raised or that could have been raised in EEOC Charge Number 510-2016-03562, dual filed with the Florida Commission on Human Relations; any and all claims for violation of any statutory or administrative rules, regulations or codes; any right or entitlement to any individual relief including damages, attorney's fees, and costs which may be available through local, state, or federal regulatory agencies such as the EEOC; expenses, costs, fees, and/or attorneys' fees, incurred or claimed in connection with any alleged claims; and every other source of legal rights and obligations which may validly be waived or released, except rights created or preserved expressly in this Agreement. The Release contained herein is intended to be a **GENERAL RELEASE** of any and all claims to the fullest extent permissible by law. As used in this General Release, the term "claims" will include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, accounts, attorneys' fees, judgments, damages, expenses losses, and liabilities, of whatsoever kind or nature, in law, in equity, or otherwise.

F. Employee acknowledges and agrees that she is not and has not been a participant in the City of Lake Worth Employees' Retirement System ("System") and has neither made contributions to that System nor have contributions been made by the Employer to the System based on her service. Employee acknowledges and agrees that, even had she been or even should she have been a participant in the System, she would not now be entitled to any benefit or payment of any kind whatsoever based on such participation other than a refund of her accumulated contributions, without interest. Employee agrees to waive and release any claims she has, had or may have against the Employer or the System or its Board of Trustees based on or arising from the System, its provisions, benefits provided by or under it, or her participation or lack of participation in it, whether based in law or equity, statute, ordinance, contract, tort or any legal or factual theory whatsoever, from the beginning of the world until the effective date of this Agreement. Employee also waives and releases any claim, right or entitlement she has, had or may have to participation in the System, from the beginning of the world until the effective date of this Agreement. The specific waivers and releases set forth in this paragraph do not lessen, narrow, or affect in any way the scope of the waivers and releases set forth in Paragraph E, above.

G. The Employee makes the following representations to the Employer, each of which is necessary before the Employer will make payment of the Severance Pay to the Employee under this Agreement:

- (1) that the payments and other benefits which the Employer has agreed to provide, as stated herein, are payments and benefits to which she would not be entitled if it were not for this Agreement;

- (2) that no consideration, promises, agreements or representations have been made to encourage her to sign this Agreement, except those that are contained in this Agreement;
- (3) that she has read and understands each and every provision of this Agreement and any waiver pursuant to this Agreement is knowing and voluntary;
- (4) that she has not filed any complaints or initiated any other legal proceedings against the Employer before the date of signing this Agreement, other than EEOC Charge Number 510-2016-03562.
- (5) that she will refrain from initiating or instigating any future judicial or administrative proceedings that in any way involve allegations or facts that were raised or could have been raised against Employer arising out of Employee's employment or end of employment thereof, in any forum as of the date of execution of this Agreement.
- (6) that she has not assigned, transferred or purported to assign or transfer any claims released in this Agreement to any person, association or entity.
- (7) that she has accurately reported all hours worked and has been paid in full for all time worked in accordance with the law and is owed no wages, whether in the form of straight time, overtime, or liquidated damages.
- (8) that she has not suffered an occupational disease or disability or any on-the-job-related accident or injury of the type that might have entitled her to file a Workers' Compensation claim, whether temporary, permanent, partial or total.
- (9) that she was provided and received all paid and unpaid leaves of absence to which she was entitled.
- (10) that she assumes the risk for any mistake of fact now known or unknown and that she understands the significance of this Agreement and General Release.
- (11) that she has the mental capacity to enter into this Agreement and General Release.
- (12) that she has returned all Employer-issued property in her possession or will do so no later than Friday, September 9, 2016.
- (13) that she has submitted any and all expense reports or other expenditures believed to be reimbursable by Employer, including required receipts or other backup, prior to executing this Agreement.

- (14) that she will withdraw her Charge now pending before the Miami District Office of the Equal Employment Opportunity Commission, on or before September 7, 2016.
- (15) that she will indemnify Employer and hold Employer harmless for all taxes, payroll or otherwise, including attorneys' fees and costs, and any interest and penalties for which Employer may be found liable as a consequence of having paid monies to English or her counsel pursuant to this Agreement. Employee understands that Employer will be sending her and her counsel appropriate tax forms related to this transaction and Employee agrees to be responsible, solely and exclusively, for payment of any and all taxes related to this transaction.
- (16) that she has been advised by Employer that she has seven (7) days from the date she signs this Agreement to revoke her acceptance of this Agreement in writing by delivering such written rescission to the City Attorney within the 7-day period;
- (17) that she has been advised by Employer that she should consult an attorney of her own choosing before signing this Agreement and that she has, in fact, consulted Kweku A. Darfoor, Esq.;
- (18) that she has had an adequate and reasonable period of time (up to twenty-one (21) days) to decide whether or not to sign this Agreement. Accordingly, failure to sign and return the Agreement to the City Attorney within the stated timeframe shall be deemed a rejection of the Agreement and she shall not be entitled to the benefits outlined herein to which she would not otherwise be entitled. Material or immaterial changes to this Agreement do not restart the running of the 21-day period. Employee may waive her right to consider the Agreement for the above-referenced time period and may voluntarily elect to execute and deliver the Agreement at any time prior the aforementioned 21 day review period.

H. In exchange for the general release and other promises and acknowledgments made by Employee in this Agreement and in full and final satisfaction of all claims, payments and damages, the Employer agrees to make payment to Employee for settlement of this matter in \$51,800.00, as well as certain other non-monetary items, all of which are outlined below. Unless otherwise indicated, payment will be made within fifteen (15) days of the expiration of the revocation period set forth in Paragraph G(18) or within fifteen (15) days of approval by the City Commission, whichever occurs later. The matter is currently scheduled to come before the City Commission on October 4, 2016. Unless otherwise indicated, such payment shall be delivered care of Employee's attorney, Kweku A. Darfoor, Esquire, 100 Southeast Third Avenue, 10th Floor, Fort Lauderdale, Florida 33394.

- (1) One check for two weeks of vacation pay (\$4,200 less applicable taxes, deductions and withholding), which will be payable to Employee in keeping with Employer's normal payroll practices.
- (2) One check payable to Employee in the amount of \$30,335, less applicable taxes, deductions and withholding.
- (3) One check made payable to the Darfoor Law Firm, P.A. in the amount of \$17,265.00.
- (4) Upon request of a potential employer, Employer will confirm dates of employment for Employee; all such requests should be forwarded to the City Manager.
- (5) A letter to Employee regarding payments into the defined benefit pension program.

I. Employee and Employer agree (unless otherwise required by law) not to:

- (1) disclose to any third party any confidential information of the other party; or,
- (2) file any claims waived by this Agreement.

J. In any action brought for breach of this Agreement or to enforce the terms of this Agreement, the prevailing party in any such action shall be entitled to recover all costs and attorney's fees incurred in moving to enforce it or for breach of it from the non-prevailing party.

K. This Agreement shall inure to the benefit of and be binding upon the Employer and Employee and each of their successors, assigns, affiliates, devisees, heirs, administrators and representatives.

L. The Parties agree that this Agreement shall be made part of and/or work in conjunction with any Agreement prepared by the EEOC and executed on September 7, 2016. With the exception of the aforementioned EEOC Agreement, this Agreement constitutes the entire agreement by and among the Parties hereto and there are no agreements or commitments by or among the parties, either verbal or written, except as expressly set forth herein.

M. Should any part, term, or provision of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.

N. The Agreement shall be governed exclusively by Florida Law and venue for any action herein shall be in the courts of Palm Beach County.

O. The Parties agree that this Agreement shall be construed as jointly prepared by the Parties so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

**Settlement Agreement and General Release
Germaine Z. English and City of Lake Worth**

P. The rights, responsibilities, and duties of the parties, and the agreements herein, shall continue to bind the parties in full force and effect until each and every obligation has been fully performed.

Q. This Agreement may be executed in counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement, all of which taken together shall constitute one and the same Agreement. In the event an executed version of this Agreement is transmitted by facsimile or is scanned and emailed, the Agreement shall be effective and binding as if it were the originally executed document. However, the Employee will undertake to deliver original documents to the City Attorney as soon as possible.

On behalf of Employee:



Germaine Z. English, Employee

Executed this 9th day of September, 2016.

On behalf of Employer:

Michael Bornstein, on behalf of
City of Lake Worth

Executed this ___ day of _____, 2016.



AGENDA DATE: October 4, 2016, Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Ratify board members to the Finance Advisory Board and the Historic Resources Preservation Board

SUMMARY:

This item is to ratify the reappointment of Thomas Norris, Jr. to the Historic Resources Preservation Board and appoint Richard Guercio, Sr. to the Finance Advisory Board.

BACKGROUND AND JUSTIFICATION:

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

On November 4, 2014, the Commission adopted an ordinance which stated that an elected official has 30 days to make an appointment once he or she has been notified of a vacancy or reappointment. Additionally, if an elected official does not make an appointment within that period of time, then that elected official waives his or her right to make that appointment. The ordinance also provides for any elected official to bring forward an appointment for ratification by the Commission as a whole.

The following appointment is requested to be ratified:

Finance Advisory Board:

Vice Mayor Maxwell's appointment of Richard Guercio, Sr. to fill an unexpired term ending on July 31, 2019. This is a District 4 appointment; however, that Commissioner waived his right to this appointment.

Historic Resources Preservation Advisory Board:

Commissioner McVoy's reappointment of Thomas Norris, Jr. to the Historic Resources Preservation Board for a term ending on July 31, 2019.

MOTION:

I move to ratify Vice Mayor Maxwell's appointment of Richard Guercio, Sr. to the Finance Advisory Board for an unexpired term ending on July 31, 2019 and Commissioner McVoy's reappointment of Thomas Norris, Jr. to the Historic Resources Preservation Board for a term ending on July 31, 2019.

ATTACHMENT(S):

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



APPLICANT'S NAME: RICHARD J. GUERCO SR.
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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

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

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

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

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: Mr. (circle one) RICHARD J. GUERDIO SR
(print)

Residence: 720 S. Palmway

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: FL DL 6620-750-57-102-0

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 533-5338 Business Phone: () _____

Cell Phone: (561) 329-6961 Email Address: RGUERDIO@BELL/SOUTH.NET
RICHARD @ OCAE/ADVISERS-
com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 7 yrs (once off for 2 yrs)

List all properties owned and/or business interests in Lake Worth? None
None

What is your occupation? RETIRED / CONSULTANT

Employer? Self

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? No

If so, which board? _____

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

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

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

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

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

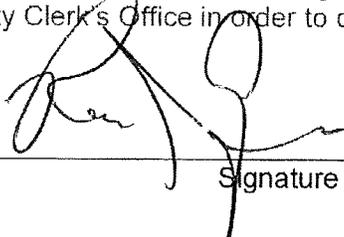
I FEEL I CAN PUT FRESH EYES, INSIGHTS
& PERSPECTIVES ON THE PROCESS.

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

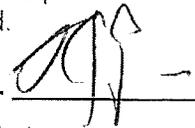
6. Why do you desire to serve on this board (third preference)

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

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



Signature

PLEASE INITIAL 

9/14/16
Date

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

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

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

or

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

or

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

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

Florida *The Sunshine State*
DRIVER LICENSE CLASS



RICHARD J
GUERCIO
720 S PALMWAY
LAKE WORTH, FL 33460-4939
DOB: [REDACTED]
ISSUED: [REDACTED] HGT: [REDACTED]
EXPIRES: 08-22-2017
SEX: [REDACTED]
HAIR: [REDACTED]
EYES: [REDACTED]
[REDACTED]

BA

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

Expires 8/8/17



APPLICANT'S NAME: Thomas A. Novais Jr
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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

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

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

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



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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: (Mr./Mrs./Ms. (circle one)) Thomas A. Norris, Jr
(print)

Residence: 302 North K St

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Driver's Lic

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) ^{493 4536} ~~329 1798~~ Business Phone: (561) 894-7500

Cell Phone: (561) 329 1798 Email Address: norriste@bellsouth.net

Are you a citizen of the United States? Yes

Are you a registered Palm Beach County voter? Yes

Are you a registered Lake Worth voter? Yes

How long have you been a resident of Lake Worth? 15 yrs

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

Primary Res Only

What is your occupation? Library Associate PBC Library Sys

Employer? Palm Bch County

Business Address: (CRA board only) 14350 Hoger Ranch Rd. Delray

Are you currently serving on any City advisory Board? no

If so, which board? _____

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

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

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

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

2. EDUCATION

High School: Braintree High Date of Graduation: 6-65

College: Clark Univ Degree: B.A. Date of Graduation: 6-69

Resume attached? yes _____ no X Masters Degree, Univ of Oregon
Urban Planning 6-73
(from the school of Architecture)

3. WORK EXPERIENCE

County with Palm Beach County Library Sys.
Was with Borders Books in PBC until they closed
Was an Urban Planner for 25 years in Mass. and
Virginia ~~for~~. Worked for City of Hampton, Va;
City of Quincy, Ma. Was in private practice for
10 years

4. INTEREST/ACTIVITIES

Architecture, photography, history of
City planning.

5. COMMUNITY INVOLVEMENT

I attended planning & zoning meetings in L.W.
regularly until work hours and location
changed. Have worked in Brae/Delroy area for 10 years,
I in Braintree, Mass. I served as the planner
on a committee for a new library in a historic
district, working to make sure the library was
compatible with existing historic structures.
I was on the Building & Grounds Committee
for a historic church in Boston, Kings Chapel,
Built in 1754.

Have in half world I spoke in favor of preserving a
historic building that became part of a condominium devel.

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

I have background in city planning and historic structures. I want to help preserve and conserve Lake Worth's architectural past. Architecture and preservation are my vocation and avocation.

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

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

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

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


Signature

PLEASE INITIAL 
8-8-16
Date

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

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

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

or

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

or

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

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



Florida
The Sunshine State
DRIVER LICENSE CLASS



THOMAS ARMAS
NORRIS JR
302 N K ST 7B
LAKE WORTH, FL 33460-0000
DOB: [REDACTED] SEX: [REDACTED]
ISSUED: [REDACTED] HGT: [REDACTED]
EXPIRES: 03-25-2021

REST: [REDACTED]
ENDORSE: [REDACTED]

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

FINANCE ADVISORY BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Jason Robinson 115 North M Street jasoncrobinson@gmail.com (District 3 Appointee)	10/21/2014	C: 561-685-1852	YES	7/31/2017
Judith Just 306 N. Lakeside Drive Judithjust01@hotmail.com (District 2 Appointee)	03/01/2016	C: 561-379-5372	YES	07/31/2017
Robert Lepa 728 N. Lakeside Drive Robert.lepa@wfadvisors.com (Vice Mayor's Appointee)	06/02/2015	C: 561-308-5093	YES	07/31/2018
Tom Copeland 1605 S. Palmway tommycopeland@me.com (Mayor's Appointee)	05/05/2015	C: 561-601-5036	YES	07/31/2018
John Szerdi 217 South Palmway john@livingdesignsgroupfla.com (Vice Mayor's Appointee)	06/02/2015	C: 561-578-0776	YES	07/31/2019
VACANT (District 4 Appointee)		C:	NA	07/13/2016
Sherry Schmidt 4 Indigo Terrace sherry@cri-re.com (Mayor's Appointee)	07/31/2013	H: 954 551-1655 C: 954 551-1655	YES	07/31/2019
BOARD LIAISON Marie Elianor, Finance Director melianor@lakeworth.org		W: 561-586-1641	YES	

There is hereby created and established the City of Lake Worth Finance Advisory Board to serve in an advisory capacity to the City Commission and the City Manager. The Board shall serve to promote transparency in the City of Lake Worth's budget process and allow for additional citizen input on major financial decisions. The Board shall consult with and advise the City Manager and the City Commission in matters affecting the annual operating budget, capital improvement program and all financial policies.

Established by Ordinance No. 2010-03, effective 02/26/10, comprised of seven resident members appointed by the City Commission.

Ord. No. 2010-03, effective 2/26/10, a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Meetings: Second Monday of each month at 6:00 pm in the City Hall Conference Room.

HISTORIC RESOURCES PRESERVATION BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Herman Robinson - CHAIR 114 Ocean Breeze (Construction) Hcrfla99@yahoo.com (Mayor's Appointment)	06/30/10	H: 561-586-4913 W: 561-352-4252 C: 561-352-4252	YES	7/31/2018
Erin Fitzhugh Sita 807 North O Street (Urban Planner) Erinf27@hotmail.com (Commissioner District 3 Appointee)	10/06/15	C: 561-596-4378	YES	7/31/2017
Darrin Engel - VICE CHAIR 313 South Lakeside Drive (Architecture) (Commissioner District 4 Appointee)	07/01/14	C: 414-403-2608	YES	7/31/2017
Judith Just 306 N. Lakeside Dr. Judithjust01@hotmail.com (Law) (Vice Mayor's District 1 Appointee)	07/23/12	H: 561-202-8081 W: 561-547-0549 C: 561-379-5372	YES	7/31/2019
Thomas Norris 302 North K Street norrist@bellsouth.net (Architecture) (Commissioner District 2 Appointee)	12/02/14	C: 561-329-1798	YES	7/31/2016
Madeleine Burnside 518 South L Street mhburnside1815@gmail.com (Historian) (Mayor's Appointee)	03/22/16	C: 502-409-1601	YES	7/31/2017
Robert D'Arinzo 531 North O Street bobpier@hotmail.com (Citizen at large) (Vice Mayor's District 1 Appointee)	08/16/16	C: 561-662-8370	by 9/22/16	7/31/2017

Meetings: Second Wednesday of each month at 6:00 PM

The Board's function is to consider historic preservation issues and shall consist of five resident members plus two alternates appointed by the City Commission. Four members constitute a quorum. Initial appointments: one member to serve three years; two members to serve one year; two members for a term of two years; thereafter, all regular terms three years and alternate terms one year.

Revised: August 25, 2016

Ord. No. 2014-02 - Section 23.2-7 establishes that the historic resources preservation board shall consist of seven (7) members. All members of the board shall be residents of or property owners in the city. Members of the historic resources preservation board shall serve without compensation. The seven (7) members shall be appointed by the city commission. All members of the board shall be appointed for a term of three (3) years. If any member of the board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty-five (25) percent of the public meetings of the board held within any twelve-month period, the city clerk shall declare the member's office vacant and the city commission shall promptly fill such vacancy. Vacancies in the board membership by resignation, illness or other causes shall be filled by the city commission for the unexpired term of the member involved. Members of the historic resources preservation board may be removed from office by the city commission at its discretion. The board shall select its own chairman and vice-chairman annually at the first meeting in January. The city's preservation planner shall serve as secretary and advisor to the board. The membership of the HRPB shall include, to the extent available, members from the disciplines of architecture, architectural history, planning, archeology or related fields. At least two (2) members of the HRPB shall be experienced in the areas of real estate sales, land development, banking or law. One (1) member shall be from a professional discipline as described above and one (1) member shall be a citizen at large. The city commission shall determine whether or not the existing members of the HRPB meet the requirements of the certified local government program and may appoint up to two (2) additional members to the HRPB, if needed. Whenever a new member is appointed to the HRPB, the city commission shall consider the professional requirements of the new member to ensure that the requirements of the certified local government program are met. When necessary, persons serving on the HRPB shall attend educational meetings to develop a special interest, expertise, experience or knowledge in history, architecture, or related disciplines.

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

Ord. No. 2012-17, effective 04/27/12, changed qualifications to include disciplines of architecture, architectural history, planning, archaeology, or related fields. At least (2) members shall be experienced in the areas of real estate sales, land development, banking or law. One (1) alternate shall be from a professional discipline, and one (1) alternate member shall be a citizen at large.

Ord. No. 2010-16, HRPB was created.

Secretary: Sherrie Coale



AGENDA DATE: October 4, 2016, Regular Meeting

DEPARTMENT: Legal

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-27 – Second Reading and Public Hearing – adopt the County’s curbstoning ordinance

SUMMARY:

The Ordinance adopts the County’s curbstoning ordinance that regulates the sale of motor vehicles from public and semi-public areas.

BACKGROUND AND JUSTIFICATION:

Palm Beach County adopted an ordinance on curbstoning on September 22, 2015 and provided that not only is it applicable within the unincorporated areas but it shall also apply in municipalities that elect to have it apply within their jurisdictions. The proposed ordinance adopts (it will apply within the jurisdictional boundaries of the City of Lake Worth) the Palm Beach County curbstoning ordinance. The ordinance prohibits the parking of a motor vehicle on a public highway, public parking lot, public property, or upon private property where the public has a right to travel, for the principal purpose of displaying the motor vehicle for sale, hire or rental where it is not specifically authorized by law. In the event there is a violation the motor vehicle may be towed and the owner of the motor vehicle shall be assessed a penalty of \$500.00.

MOTION:

I move to approve/deny Ordinance No. 2016-27.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2016-27 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, "BEACHES, PARKS AND RECREATION", ARTICLE VI, "MUNICIPAL BEACH AREA AND MUNICIPAL BEACH", SECTION 7-69, "COMMERCIAL ACTIVITIES; PEDDLING"; AMENDING CHAPTER 21, "TRAFFIC", ARTICLE I, "IN GENERAL", SECTION 21-21, "APPLICABILITY OF "PALM BEACH COUNTY CURBSTONING ORDINANCE" TO PROVIDE THAT THE PALM BEACH COUNTY CURBSTONING ORDINANCE SHALL APPLY WITHIN THE MUNICIPAL LIMITS OF THE CITY OF LAKE WORTH; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City's current "Motor vehicles for sale" ordinance requires updating; and

WHEREAS, Palm Beach County recently adopted a curbstoning ordinance regulating the sale of vehicles from public and semi-public areas for the unincorporated areas of Palm Beach County and also provided that this ordinance may apply to incorporated areas if those municipalities elect to have this ordinance apply; and

WHEREAS, the "Palm Beach County Curbstoning Ordinance" regulates the sale of motor vehicles from public property, right of way and private property where the public has a right to travel; and

WHEREAS, the City wishes to clarify the applicability of the "Palm Beach County Curbstoning Ordinance" within the City; and

WHEREAS, the City Commission has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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

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 VI, "Municipal Beach Area and Municipal Beach", Section 7-69, "Commercial activities; peddling" is hereby amended as follows:

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Sec. 7-69. - Commercial activities; peddling.

~~(a) No person shall park or station on any municipal beach area property any vehicle displaying a sign or notice with the intent of offering said vehicle for sale or exchange.~~

(ba) No person shall advertise or offer for sale any article, material, or service, nor place any stand, cart, or vehicle for the transportation, sale, trade or display of any article, material or service for sale or trade within any park area unless in conjunction with a permitted use of a reserved portion of the municipal beach area with prior approval of the leisure services director and without valid licensing.

(eb) No person shall engage in any sale, exchange, barter, rental, lease or other transfer of goods, property or services whether tangible or intangible, on the municipal beach or at the municipal beach area, except pursuant to a nonexclusive license contract with the city, as provided therein.

(ec) No person shall distribute, display or affix any printed materials or advertisements to or within the municipal beach area property. Exceptions to this rule are printed materials or advertisements permanently affixed on vehicles or on clothing, distribution of printed handbills or leaflets the purpose of which is not solely commercial, announcements of park sponsored or sanctioned events; authorized signs located entirely within concession structures, and signs or distribution of printed materials in conjunction with a permitted use of reserved portion of the municipal beach area.

(ed) No person shall utilize any municipal beach area property to facilitate a commercial operation, whether land-based or from the water, without written authorization from the leisure services director and without proper licensing.

(fe) No person shall do any aggressive panhandling, hawking, peddling or soliciting in the municipal beach area.

Section 3. Chapter 21, "Traffic", Article I, "In General", Section 21-21, "Motor vehicles for sale; exceptions" is hereby deleted and a new Section 21-21, "Applicability of the "Palm Beach County Curbstoning Ordinance" is hereby adopted to read as follows:

Sec. 21-21. Applicability of "Palm Beach County Curbstoning Ordinance"
The sale of motor vehicles on public parking lots, public streets and highways, or other public property or upon private property where the public has a right to travel by motor vehicle shall be subject to the conditions, restrictions and regulations set forth in the "Palm Beach County Curbstoning Ordinance." Chapter 19, Article X of the Palm Beach County Code of Ordinances, as amended from time to time, is incorporated by reference within the Lake Worth

96 Code of Ordinances as if fully set forth herein. The applicability of the “Palm
97 Beach County Curbstoning Ordinance” is clarified to provide that any City
98 licensing regulations shall apply as it relates to exceptions under this ordinance
99 and that a City of Lake Worth code enforcement officer/parking employee or his
100 or her designee shall have the same rights as a Palm Beach County code officer
101 or Palm Beach County Sheriff’s deputy regarding the enforcement of this
102 ordinance.

103
104 Section 4. Severability. If any section, subsection, sentence, clause, phrase or
105 portion of this Ordinance is for any reason held invalid or unconstitutional by any
106 court of competent jurisdiction, such portion shall be deemed a separate, distinct,
107 and independent provision, and such holding shall not affect the validity of the
108 remaining portions thereof.

109
110 Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
111 conflict herewith are hereby repealed to the extent of such conflict.

112
113 Section 6. Codification. The sections of the ordinance may be made a part of
114 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
115 accomplish such, and the word “ordinance” may be changed to “section”,
116 “division”, or any other appropriate word.

117
118 Section 7. Effective Date. This Ordinance shall become effective on ten (10)
119 days after passage.

120
121 The passage of this Ordinance on first reading was moved by Vice Mayor
122 Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the
123 vote was as follows:

124		
125	Mayor Pam Triolo	AYE
126	Vice Mayor Scott Maxwell	AYE
127	Commissioner Christopher McVoy	AYE
128	Commissioner Andy Amoroso	AYE
129	Commissioner Ryan Maier	AYE
130		

131 The Mayor thereupon declared this Ordinance duly passed on first reading
132 on the 20th day of September, 2016.

133
134 The passage of this Ordinance on second reading was moved by
135 Commissioner _____, seconded by Commissioner _____, and
136 upon being put to a vote, the vote was as follows:

137		
138	Mayor Pam Triolo	
139	Vice Mayor Scott Maxwell	
140	Commissioner Christopher McVoy	
141	Commissioner Andy Amoroso	
142	Commissioner Ryan Maier	
143		

144 The Mayor thereupon declared this Ordinance duly passed and enacted
145 on the 4th day of October, 2016.

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LAKE WORTH CITY COMMISSION

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By: _____

151

Pam Triolo, Mayor

152 ATTEST:

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Pamela J. Lopez, City Clerk

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AGENDA DATE: October 4, 2016, Regular Meeting

DEPARTMENT: Commissioner Maier

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2016-28 - First Reading - amend the Sister City Board composition and schedule the public hearing date for October 18, 2016

SUMMARY:

The Ordinance reduces the number of members from seven to five.

BACKGROUND AND JUSTIFICATION:

On March 13, 2009, the Sister City Board was created as a five-member board. In 2010, the Commission, at the request of the then board liaison, increased the composition to seven members.

Commissioner Maier, as the current board liaison, is recommending that the composition be reverted back to its originally intended five members so that a quorum can be met and this board can move forward.

MOTION:

I move to approve / deny Ordinance No. 2016-28 and schedule the public hearing date for October 18, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Board Membership Log
Ordinance

SISTER CITY BOARD
TWO-YEAR TERMS

MEMBERS	APPOINTED		ETHICS TRAINING	EXPIRES
Retha Lowe - CHAIR 1301 12th Ave. South (Mayor's Appointment)	06/26/12	H: 561-586-7276	YES	07/31/2018
Gary Antieau 809 N. Lakeside Dr. garyorlee@aol.com (Vice Mayor's Appointment - District 1)	08/02/16	H: 561-582-2302	by9/4/16	07/31/2018
Maryann Polizzi 1529 S. Palmway Poli510@bellsouth.net (District 3 Appointment)	05/17/16	C: 561-685-6010	YES	07/31/2017
VACANT (Vice Mayor's Appointment - District 1)		C:	NA	07/31/2017
Derrick Cleveland 132 South Palmway, Apt 3 d.cleveland143@gmail.com (District 4 Appointment)	09/06/16	C: 561-502-0637	by 10/9	07/31/2018
VACANT		C:	NA	07/31/2017
VACANT		H:	NA	07/31/2016

BOARD LIAISON

Commissioner Ryan Maier

W: 561-586-1734

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

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

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

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

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

SECRETARY: Board member

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ORDINANCE NO. 2016-28 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ARTICLE XV OF THE CODE OF ORDINANCES, AMENDING SECTION 2-122, "MEMBERSHIP." TO DECREASE THE NUMBER OF MEMBERS TO THE CITY OF LAKE WORTH SISTER CITY BOARD AND AMENDING THE TERM OF SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EFFECTIVE DATE.

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

Section 1. Chapter 2, Article XV, Section 2-122 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

ARTICLE XV. CITY OF LAKE WORTH SISTER CITY BOARD

Sec. 2-122. Membership.

(a) The Board shall be comprised of the following members: ~~five~~ seven resident members appointed by the City Commission. ~~The members shall serve for two (2) year terms. The first five (5) members shall be appointed for a term of two (2) years, and two (2) members shall be appointed for a term of one (1) year. Thereafter, all succeeding members of said board shall be appointed for a term of two (2) years.~~

(b) If any member of the Board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the Board held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy.

(c) The City Commission may remove any member of the Board for misconduct or neglect of duty.

(d) The Board shall elect its officers for a term of one calendar year, not to exceed the member's appointed term.

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(e) Chairperson – Presides at meetings of the Board and makes presentations, written and oral, on behalf of the Board to the City Commission and the City Manager.

(f) Vice-Chairperson – Performs the duties of the Chairperson in his/her absence.

(g) Secretary – Records the minutes and attendance at each meeting.

Section 2. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. All ordinances or resolutions or parts thereof that may be determined to be in conflict herewith are hereby repealed.

Section 4. Section 1 of this Ordinance shall be codified.

Section 5. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Pam Triolo
- Vice Mayor Scott Maxwell
- Commissioner Christopher McVoy
- Commissioner Andy Amoroso
- Commissioner Ryan Maier

The Mayor thereupon declared this Ordinance duly passed on first reading on the 4th day of October 2016.

The passage of this Ordinance on second reading was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Pam Triolo
- Vice Mayor Scott Maxwell
- Commissioner Christopher McVoy
- Commissioner Andy Amoroso
- Commissioner Ryan Maier



AGENDA DATE: October 4, 2016, Regular Meeting

DEPARTMENT: City Manager

EXECUTIVE BRIEF

TITLE:

Resolution No. 47-2016 - identify the local roadways to be improved and identify the Citizens Advisory Committee if the proposed bond referendum is approved

SUMMARY:

The Resolution identifies the local roadways to be improved and the Finance Advisory Board as the Citizens Advisory Committee if the November 8, 2016 bond referendum is approved.

BACKGROUND AND JUSTIFICATION:

The City Commission approved a bond referendum to be on the November 8, 2016 general election ballot. The proposed bond referendum asks Lake Worth voters to either vote for, or against, the City's issuance of general obligation bonds for the exclusive purpose of improving local roadways and eliminating potholes in an amount not to exceed forty million dollars. In this resolution, the City Commission desires to identify the local roadways to be improved if the bond referendum is approved. Attached as Exhibit "A" to the resolution is a list of the local roadways to be improved if the bond referendum is approved. The proposed bond referendum also includes the creation of a Citizens Advisory Committee to review all expenditures from the bond proceeds. The City Commission desires to identify the City's Finance Advisory Board in the resolution as the Citizens Advisory Committee if the bond referendum is approved.

MOTION:

I move to approve/deny Resolution No. 47-2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 47-2016 OF THE CITY OF LAKE WORTH CITY COMMISSION, IDENTIFYING THE LOCAL ROADWAYS TO BE IMPROVED IF THE BOND REFERENDUM IS APPROVED ON NOVEMBER 8, 2016; IDENTIFYING THE FINANCE ADVISORY BOARD AS THE CITIZENS ADVISORY COMMITTEE IF THE BOND REFERENDM IS APPROVED ON NOVEMBER 8, 2016; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth City Commission has approved a bond referendum to be on the November 8, 2016 general election ballot; and

WHEREAS, the proposed bond referendum asks Lake Worth voters to either vote for, or against, the City’s issuance of general obligation bonds for the exclusive purpose of improving local roadways and eliminating potholes in an amount not to exceed forty million dollars; and

WHEREAS, the City Commission desires to identify the local roadways to be improved if the bond referendum is approved; and

WHEREAS, the proposed bond referendum also includes the creation of a Citizens Advisory Committee to review all expenditures from the bond proceeds if the bond referendum is approved; and

WHEREAS, the City Commission desires to identify the City’s Finance Advisory Board as the Citizens Advisory Committee if the bond referendum is approved; and

WHEREAS, the City Commission finds identifying the local roadways to be improved and identifying the City’s Financial Advisory Board as the Citizens Advisory Committee if the bond referendum is approved serve a valid public purpose.

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

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

Section 2. Local Roadways to be Improved. If the bond referendum is approved on November 8, 2016, the local roadways identified on Exhibit “A” attached hereto and incorporated herein shall be improved with the proceeds from the bonds.

Section 3. Citizens Advisory Committee. If the bond referendum is approved on November 8, 2016, the City’s Financial Advisory Board shall act as the Citizens Advisory Board and review all expenditures from the bond proceeds.

50 Section 4. Conflicts. All resolutions or parts of resolutions in conflict with
51 the provision of this Resolution are hereby repealed.

52
53 Section 5. Severability. In the event that any word, phrase, clause,
54 sentence, or paragraph hereof shall be held invalid by any court of competent
55 jurisdiction, such holding shall not affect any other word, clause, phrase,
56 sentence, or paragraph hereof.

57
58 Section 6. Effective Date. This Resolution shall take effect immediately
59 upon its adoption.

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

64
65 Mayor Pam Triolo
66 Vice Mayor Scott Maxwell
67 Commissioner Christopher McVoy
68 Commissioner Andy Amoroso
69 Commissioner Ryan Maier

70
71 Mayor Pam Triolo thereupon declared this Resolution duly passed and
72 adopted on the 4th day of October, 2016.

73
74 LAKE WORTH CITY COMMISSION

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76
77 By: _____
78 Pam Triolo, Mayor

79
80 ATTEST:
81
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83 _____
84 Pamela J. Lopez, City Clerk

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Exhibit A

STREET	FROM	TO
S G ST	14TH AVE S	13TH AVE S
S G ST	11TH AVE S	12TH AVE S
VIRGINIA DR	LAKE OSBORNE DR	VIRGINIA DR
SNOWDEN DR	6TH AVE S	MAJOR DR
SUNSET DR	6TH CT S	7TH CT S
7TH CT S	GROVE ST	SUNSET DR
6TH CT S	GROVE ST	SUNSET DR
2ND AVE S	S DIXIE HWY	S H ST
MONTAGUE ST	LAKEVIEW DR	HIGH RIDGE RD
RAMSEY DR	SNOWDEN DR	COCHRAN DR
BARPINE AVE	COCHRAN DR	ALPINE AVE
COLLIER AVE	LAKE OSBORNE TER	LAKE OSBORNE DR
S JOHNSON ST	DEAD END	WASHINGTON AVE
COCHRAN DR	MAJOR DR	MOOR DR
SUNSET DR	MARK DR	7TH CT N
SUNSET DR	MARK DR	COLLIER AVE
LAKEVIEW DR	CREST DR	MONTAGUE ST
12TH AVE S	S PINE ST	TROPICAL DR
12TH AVE S	S C TER	S B ST
SUNSET DR	MARK DR	7TH CT N
12TH AVE S	S A ST	BARTON RD
S E ST	15TH AVE S	WASHINGTON AVE
12TH AVE S	S A ST	HOLTZ LADYLAND
2ND AVE S	S H ST	E COAST AVE S
12TH AVE S	S H ST	S G ST
RAMSEY DR	SNOWDEN DR	COCHRAN DR
COLLIER AVE	SUNSET DR	LAKE OSBORNE TER
RAMSEY DR	SNOWDEN DR	COCHRAN DR
S JOHNSON ST	WASHINGTON AVE	LATONA AVE
8TH AVE S	S DIXIE HWY	S H ST
COCHRAN DR	MOOR DR	RAMSEY DR
RAMSEY DR	SNOWDEN DR	COCHRAN DR
E COAST AVE S	6TH AVE S	7TH AVE S
HILLCREST AVE	HILLCREST DR	COCHRAN DR
MONTAGUE ST	HILLCREST DR	LAKEVIEW DR
RAY ST	WASHINGTON AVE	DEAD END
SUNSET DR	DEAD END	COLLIER AVE

12TH AVE S	BARTON RD	S PINE ST
LAKE OSBORNE TER	COLLIER AVE	COLLIER ALY
COCHRAN DR	BARPINE AVE	MAJOR DR
12TH AVE S	S B ST	S B ALY
14TH AVE S	TROPICAL DR	BARTON RD
3RD AVE S	S E ST	S D ST
BARPINE AVE	BARBER AVE	COCHRAN DR
E COAST AVE S	2ND AVE S	3RD AVE S
MONTAGUE ST	CINDY DR	HILLCREST DR
RAMSEY DR	SNOWDEN DR	COCHRAN DR
LAKE OSBORNE TER	COLLIER ALY	DEAD END
CLEVELAND ST	LAKE OSBORNE DR	LAKE WORTH RD
MONTAGUE ST	COCHRAN DR	CINDY DR
S E ST	3RD AVE S	4TH AVE S
SUNSET DR	6TH AVE S	6TH CT S
E COAST AVE S	1ST AVE S	2ND AVE S
E COAST AVE S	LAKE AVE	1ST AVE S
HILLCREST DR	MONTAGUE ST	HILLCREST AVE
S E ST	4TH AVE S	5TH AVE S
14TH AVE S	S C TER	S B ST
ANDREW REDDING RD	BARTON RD	ANDREW REDDING RD
HILLCREST DR	CREST DR	MONTAGUE ST
S E ST	10TH AVE S	9TH AVE S
2ND AVE S	S E ST	S F ST
S E ST	2ND AVE S	3RD AVE S
S H ST	1ST AVE S	2ND AVE S
S H ST	LAKE AVE	1ST AVE S
1ST AVE S	S C ST	S B ST
S E ST	1ST AVE S	2ND AVE S
S E ST	8TH AVE S	9TH AVE S
S H ST	11TH AVE S	12TH AVE S
MONTAGUE ST	CINDY DR	COCHRAN DR
S E ST	7TH AVE S	8TH AVE S
S F ST	LAKE AVE	1ST AVE S
MAJOR DR	WRIGHT DR	SNOWDEN DR
MAJOR DR	SMALL DR	WRIGHT DR
MAJOR DR	COCHRAN DR	SMALL DR
2ND AVE S	S B ST	S A ST
8TH AVE S	S H ST	E COAST AVE S
S H ST	2ND AVE S	3RD AVE S
SMALL DR	MAJOR DR	MOOR DR

SUNRISE CT	6TH AVE S	ALTON RD
3RD AVE S	S C ST	S B ST
COCHRAN DR	LAKE GENEVA DR	HILLCREST DR
CREST DR	LAKEVIEW DR	HIGH RIDGE RD
S H ST	11TH AVE S	10TH AVE S
2ND AVE S	S E ST	S D ST
S F ST	1ST AVE S	2ND AVE S
2ND AVE S	S D ST	S C ST
3RD AVE S	S D ST	S C ST
7TH AVE S	S H ST	E COAST AVE S
ALPINE AVE	6TH AVE S	BARPINE AVE
E COAST AVE S	9TH AVE S	S H ST
ROYAL PALM DR	DEAD END	ELM ST
S E ST	6TH AVE S	7TH AVE S
S E ST	15TH AVE S	14TH CT S
2ND AVE S	S C ST	S B ST
E COAST AVE S	7TH AVE S	8TH AVE S
E COAST AVE S	8TH AVE S	9TH AVE S
S RIDGE ST	DEAD END	ELM ST
WRIGHT DR	LAKE OSBORNE DR	VIRGINIA DR
WRIGHT DR	MAJOR DR	MOOR DR
VIRGINIA DR	SUNSET AVE	WRIGHT DR
WRIGHT DR	VIRGINIA DR	6TH AVE S
WRIGHT DR	6TH AVE S	MAJOR DR
14TH AVE S	S H ST	S G ST
14TH AVE S	S H ST	S G ST
15TH AVE S	S G ST	S E ST
3RD AVE S	S F ST	S E ST
4TH AVE S	S D ST	S C ST
4TH AVE S	S E ST	S D ST
4TH AVE S	S F ST	S E ST
BARBER AVE	6TH AVE S	BARPINE AVE
E COAST AVE S	4TH AVE S	5TH AVE S
E COAST AVE S	3RD AVE S	4TH AVE S
E COAST AVE S	5TH AVE S	6TH AVE S
ELM ST	ROYAL PALM DR	S PINE ST
ELM ST	S A ST	ROYAL PALM DR
ELM ST	S PINE ST	S RIDGE ST
RAMSEY DR	COCHRAN DR	12TH AVE S
S B ST	3RD AVE S	4TH AVE S
S B ST	5TH AVE S	4TH AVE S

S B ST	6TH AVE S	5TH AVE S
S C ST	1ST AVE S	2ND AVE S
S C ST	2ND AVE S	3RD AVE S
S C ST	LAKE AVE	1ST AVE S
S C ST	3RD AVE S	4TH AVE S
S C ST	5TH AVE S	4TH AVE S
S C ST	6TH AVE S	5TH AVE S
S D ST	2ND AVE S	3RD AVE S
S D ST	1ST AVE S	2ND AVE S
S D ST	LAKE AVE	1ST AVE S
S E ST	LAKE AVE	1ST AVE S
S F ST	8TH AVE S	9TH AVE S
S F ST	6TH AVE S	7TH AVE S
S F ST	2ND AVE S	3RD AVE S
S F ST	4TH AVE S	5TH AVE S
S F ST	3RD AVE S	4TH AVE S
S F ST	5TH AVE S	6TH AVE S
S G ST	14TH AVE S	14TH CT S
S G ST	12TH CT S	13TH AVE S
S G ST	12TH AVE S	12TH CT S
S G ST	14TH CT S	15TH AVE S
S H ST	5TH AVE S	6TH AVE S
S H ST	3RD AVE S	4TH AVE S
S H ST	7TH AVE S	8TH AVE S
S H ST	4TH AVE S	5TH AVE S
S H ST	6TH AVE S	7TH AVE S
SNOWDEN DR	MOOR DR	RAMSEY DR
SNOWDEN DR	MAJOR DR	COLLIER AVE
SNOWDEN DR	COLLIER AVE	MOOR DR
14TH AVE N	DEAD END	CENTRAL TER
13TH AVE N	DEAD END	N A ST
15TH AVE N	DEAD END	N A ST
20TH AVE N	DEAD END	PARK ST
15TH AVE N	DEAD END	N A ST
15TH AVE N	DEAD END	N A ST
N G ST	10TH AVE N	11TH AVE N
N G ST	12TH AVE N	13TH AVE N
15TH AVE N	DEAD END	N A ST
N G ST	11TH AVE N	12TH AVE N
15TH AVE N	DEAD END	N A ST
N E ST	7TH AVE N	8TH AVE N
18TH AVE N	N DIXIE HWY	RAILROAD

17TH AVE N	N D ST	N A ST
18TH AVE N	DEAD END	N D ST
19TH AVE N	N A ST	DEAD END
8TH AVE N	N H ST	N G ST
CRESTWOOD BLVD	DEAD END	N A ST
N E ST	8TH AVE N	9TH AVE N
N E ST	LUCERNE AVE	2ND AVE N
2ND AVE N	N F ALY	N F ST
N E ST	3RD AVE N	4TH AVE N
4TH AVE N	N H ST	N G ST
FLORIDA ST	20TH AVE N	21ST AVE N
N C ST	3RD AVE N	4TH AVE N
N E ST	4TH AVE N	5TH AVE N
N F ST	2ND AVE N	3RD AVE N
3RD AVE N	N D ST	N C ST
FLORIDA ST	22ND AVE N	23RD AVE N
FLORIDA ST	21ST AVE N	WORTHMORE DR
N E ST	6TH AVE N	7TH AVE N
N E ST	5TH AVE N	6TH AVE N
N F ST	8TH AVE N	9TH AVE N
LAVUE AVE	N A ST	PINE TER
N E ST	10TH AVE N	9TH AVE N
N E ST	2ND AVE N	3RD AVE N
N F ST	9TH AVE N	10TH AVE N
14TH AVE N	DIXIE HWY	CENTRAL TER
18TH AVE N	N A ST	DEAD END
N F ST	10TH AVE N	11TH AVE N
N F ST	LUCERNE AVE	2ND AVE N
7TH AVE N	HIGHLAND AVE	FINN ST
E COAST AVE N	20TH AVE N	21ST AVE N
N C ST	4TH AVE N	5TH AVE N
N F ST	4TH AVE N	5TH AVE N
N F ST	13TH AVE N	CRESTWOOD BLVD
N G ST	LUCERNE AVE	2ND AVE N
N D ST	20TH AVE N	22ND AVE N
11TH AVE N	N A ST	DEAD END
8TH AVE N	N DIXIE HWY	N H ST
CLARK LN	DEAD END	14TH AVE N
18TH AVE N	N D ST	N A ST
22ND AVE N	N A ST	N D ST
9TH AVE N	N H ST	N G ST

E COAST AVE N	24TH AVE N	23RD AVE N
6TH AVE N	N H ST	N G ST
E COAST AVE N	22ND AVE N	23RD AVE N
E COAST AVE N	20TH AVE N	DEAD END
N G ST	9TH AVE N	10TH AVE N
N G ST	2ND AVE N	3RD AVE N
16TH AVE N	N A ST	N D ST
16TH AVE N	N D ST	N A ST
16TH AVE N	DEAD END	TERRACE DR W
17TH AVE N	TERRACE DR E	TERRACE DR W
17TH AVE N	N A ST	INTERSTATE 95
2ND AVE N	N C ST	N B ST
2ND AVE N	N E ST	N D ST
2ND AVE N	N D ST	N C ST
2ND AVE N	N F ST	N E ST
3RD AVE N	N C ST	N B ST
3RD AVE N	N F ALY	N F ST
3RD AVE N	N E ST	N D ST
3RD AVE N	N F ST	N E ST
3RD AVE N	N B ST	N A ST
4TH AVE N	N E ST	N D ST
4TH AVE N	N C ST	N B ST
4TH AVE N	N D ST	N C ST
4TH AVE N	N F ST	N E ST
5TH AVE N	N D ST	N C ST
5TH AVE N	N E ST	N D ST
5TH AVE N	N F ST	N E ST
6TH AVE N	N B ST	N A ST
6TH AVE N	N C ST	N B ST
6TH AVE N	N D ST	N C ST
6TH AVE N	N E ST	N D ST
6TH AVE N	N F ST	N E ST
N A ST	16TH AVE N	16TH CT N
N A ST	18TH AVE N	18TH AVE N
N A ST	12TH AVE N	12TH AVE N
N F ST	6TH AVE N	7TH AVE N
N F ST	6TH AVE N	5TH AVE N
N F ST	7TH AVE N	8TH AVE N
N H ST	4TH AVE N	5TH AVE N
N H ST	4TH AVE N	3RD AVE N
N H ST	2ND AVE N	3RD AVE N
TERRACE DR E	DEAD END	17TH AVE N

TERRACE DR W	16TH AVE N	17TH CT N
TERRACE DR W	17TH CT N	17TH AVE N
TERRACE DR W	DEAD END	17TH AVE N
TERRACE DR W	15TH AVE N	16TH AVE N
15TH AVE N	N J ST	DEAD END
N J ST	14TH AVE N	15TH AVE N
N J ST	4TH AVE N	5TH AVE N
N J ST	15TH AVE N	16TH AVE N
N J ST	13TH AVE N	14TH AVE N
N J ST	6TH AVE N	7TH AVE N
N J ST	5TH AVE N	6TH AVE N
N K ST	2ND AVE N	3RD AVE N
N M ST	8TH AVE N	9TH AVE N
N M ST	10TH AVE N	11TH AVE N
N M ST	15TH AVE N	14TH AVE N
N M ST	WELLESLEY DR	18TH AVE N
N M ST	13TH AVE N	14TH AVE N
N M ST	12TH AVE N	13TH AVE N
N M ST	11TH AVE N	12TH AVE N
N M ST	9TH AVE N	10TH AVE N
N PALM WAY	16TH AVE N	15TH AVE N
N M ST	15TH AVE N	16TH AVE N
14TH AVE N	N K ST	N J TER
N L ST	15TH AVE N	16TH AVE N
N L ST	14TH AVE N	15TH AVE N
N K ST	3RD AVE N	4TH AVE N
WELLESLEY DR	N R ST	N LAKESIDE DR
9TH AVE N	N O ST	N FEDERAL HWY
N K ST	4TH AVE N	5TH AVE N
N O ST	14TH AVE N	13TH AVE N
N K ST	6TH AVE N	7TH AVE N
N K ST	5TH AVE N	6TH AVE N
N L ST	13TH AVE N	14TH AVE N
N K ST	14TH AVE N	15TH AVE N
N K ST	13TH AVE N	14TH AVE N
N L ST	WELLESLEY DR	18TH AVE N
N L ST	17TH AVE N	16TH AVE N
14TH AVE N	N J ST	DIXIE HWY
3RD AVE N	N LAKESIDE DR	N PALM WAY
N LAKESIDE DR	15TH AVE N	14TH AVE N
N LAKESIDE DR	11TH AVE N	10TH AVE N

N O ST	16TH AVE N	15TH AVE N
N J TER	17TH AVE N	18TH AVE N
N J TER	16TH AVE N	17TH AVE N
N L ST	18TH AVE N	17TH AVE N
15TH AVE N	N K ST	N J TER
N K ST	15TH AVE N	16TH AVE N
10TH AVE N	N PALM WAY	N O ST
11TH AVE N	N PALM WAY	N O ST
9TH AVE N	N PALM WAY	N O ST
N J TER	15TH AVE N	16TH AVE N
AUBURN DR	NOTRE DAME DR	N LAKESIDE DR
N O ST	WELLESLEY DR	18TH AVE N
18TH AVE N	N R ST	N LAKESIDE DR
N J ST	16TH AVE N	17TH AVE N
N LAKESIDE DR	18TH AVE N	16TH AVE N
N PALM WAY	14TH AVE N	13TH AVE N
N J ST	7TH AVE N	8TH AVE N
N PALM WAY	8TH AVE N	9TH AVE N
VASSAR DR	N LAKESIDE DR	N FEDERAL HWY
N PALM WAY	15TH AVE N	14TH AVE N
10TH AVE N	N O ST	N FEDERAL HWY
DUKE DR	EMORY LN	DUQUESNE LN
N J TER	13TH AVE N	14TH AVE N
PENNSYLVANIA DR	PRINCETON DR	VANDERBILT DR
12TH AVE N	N LAKESIDE DR	N PALM WAY
N LAKESIDE DR	18TH AVE N	18TH AVE N
N M ST	7TH AVE N	8TH AVE N
N O ST	15TH AVE N	14TH AVE N
9TH AVE N	N GOLFVIEW RD	N LAKESIDE DR
DUKE DR	HOLY CROSS LN	GEORGIA LN
N J TER	18TH AVE N	WELLESLEY DR
N K ST	10TH AVE N	11TH AVE N
N M ST	LUCERNE AVE	2ND AVE N
N K ST	9TH AVE N	10TH AVE N
N L ST	9TH AVE N	10TH AVE N
N O ST	18TH AVE N	16TH AVE N
CAROLINA CT	DEAD END	MARYLAND DR
DARTMOUTH DR	DEAD END	PENNSYLVANIA DR
N J ST	3RD AVE N	4TH AVE N
N LAKESIDE DR	16TH AVE N	15TH AVE N
N LAKESIDE DR	8TH AVE N	9TH AVE N
WELLESLEY DR	NOTRE DAME DR	N R ST

11TH AVE N	N LAKESIDE DR	N PALM WAY
9TH AVE N	N LAKESIDE DR	N PALM WAY
N K ST	7TH AVE N	8TH AVE N
PENNSYLVANIA DR	FORDHAM DR	DARTMOUTH DR
DUKE CT	DEAD END	MARYLAND DR
N N ST	18TH AVE N	17TH AVE N
VANDERBILT DR	DEAD END	PENNSYLVANIA DR
12TH AVE N	N PALM WAY	N O ST
9TH AVE N	N FEDERAL HWY	N M ST
CORNELL DR	N DIXIE ALY	PENNSYLVANIA DR
N PALM WAY	4TH AVE N	5TH AVE N
VANDERBILT DR	PENNSYLVANIA DR	VANDERBILT DR
WELLESLEY DR	N O ST	N N ST
18TH AVE N	N K ST	N J TER
8TH AVE N	N O ST	N FEDERAL HWY
N K ST	LUCERNE AVE	2ND AVE N
N LAKESIDE DR	WELLESLEY DR	18TH AVE N
N LAKESIDE DR	12TH AVE N	11TH AVE N
N PALM WAY	WELLESLEY DR	18TH AVE N
N R ST	WELLESLEY DR	18TH AVE N
PENNSYLVANIA DR	PRINCETON DR	FORDHAM DR
PENNSYLVANIA DR	WELLESLEY DR	VANDERBILT DR
WELLESLEY DR	N LAKESIDE DR	N PALMWAY
14TH AVE N	N LAKESIDE DR	N PALM WAY
5TH AVE N	N J ST	N DIXIE HWY
9TH AVE N	N L ST	N K ST
N J ST	11TH AVE N	12TH AVE N
N LAKESIDE DR	YALE DR	AUBURN DR
N LAKESIDE DR	7TH AVE N	8TH AVE N
WELLESLEY DR	N PALMWAY	N O ST
3RD AVE N	N PALM WAY	N O ST
BRYN MAWR DR	N LAKESIDE DR	N FEDERAL HWY
DUKE DR	DUQUESNE LN	COLGATE LN
DUKE DR	AMHERST LN	DEAD END
DUKE DR	BUCKNELL LN	AMHERST LN
DUKE DR	COLGATE LN	BUCKNELL LN
DUKE DR	EMORY LN	N LAKESIDE DR
HARBOR DR	DEAD END	N LAKESIDE DR
N K ST	8TH AVE N	9TH AVE N
N LAKESIDE DR	BRYN MAWR DR	HARVARD DR
N LAKESIDE DR	HARBOR DR	BRYN MAWR DR

N LAKESIDE DR	VASSAR DR	DUKE DR
N LAKESIDE DR	VASSAR DR	HARBOR DR
N LAKESIDE DR	HARVARD DR	YALE DR
N LAKESIDE DR	AUBURN DR	WELLESLEY DR
N LAKESIDE DR	VASSAR DR	DUKE DR
N M ST	6TH AVE N	7TH AVE N
N M ST	3RD AVE N	4TH AVE N
N M ST	4TH AVE N	5TH AVE N
N M ST	5TH AVE N	6TH AVE N
N M ST	2ND AVE N	3RD AVE N
N O ST	3RD AVE N	4TH AVE N
N O ST	4TH AVE N	5TH AVE N
N O ST	2ND AVE N	3RD AVE N
N PALM WAY	3RD AVE N	4TH AVE N
15TH AVE S	S FEDERAL HWY	S N ST
S J ST	4TH AVE S	5TH AVE S
S J ST	2ND AVE S	3RD AVE S
2ND AVE S	S M ST	S L ST
S J ST	5TH AVE S	6TH AVE S
S J ST	3RD AVE S	4TH AVE S
10TH AVE S	S M ST	S L ST
10TH AVE S	S J ST	S DIXIE HWY
15TH AVE S	S LAKESIDE DR	S PALMWAY
S J ST	11TH AVE S	12TH AVE S
S M ST	3RD AVE S	4TH AVE S
S J ST	6TH AVE S	7TH AVE S
14TH AVE S	S LAKESIDE DR	S PALMWAY
S M ST	LAKE AVE	1ST AVE S
10TH AVE S	S L ST	S K ST
S K ST	5TH AVE S	6TH AVE S
12TH AVE S	S K ST	S J ST
4TH AVE S	S LAKESIDE DR	S PALM WAY
8TH AVE S	S PALMWAY	S FEDERAL HWY
11TH AVE S	S K ST	S J ST
4TH AVE S	S PALM WAY	OCEAN BREEZE
S J ST	10TH AVE S	11TH AVE S
S K ST	2ND AVE S	3RD AVE S
S M ST	8TH AVE S	9TH AVE S
2ND AVE S	S PALMWAY	OCEAN BREEZE
S L ST	6TH AVE S	7TH AVE S
S K ST	4TH AVE S	5TH AVE S
S M ST	11TH AVE S	12TH AVE S

S M ST	14TH AVE S	15TH AVE S
4TH AVE S	S M ST	S L ST
7TH AVE S	S FEDERAL HWY	S N ST
S K ST	1ST AVE S	2ND AVE S
S L ST	14TH AVE S	DEAD END
S M ST	2ND AVE S	1ST AVE S
7TH AVE S	S L ST	S K ST
S J ST	1ST AVE S	2ND AVE S
S K ST	3RD AVE S	4TH AVE S
S K ST	7TH AVE S	8TH AVE S
10TH AVE S	S K ST	S J ST
11TH AVE S	S PALMWAY	S FEDERAL HWY
12TH AVE S	S FEDERAL HWY	S N ST
S K ST	11TH AVE S	12TH AVE S
S L ST	10TH AVE S	11TH AVE S
S M ST	12TH AVE S	13TH AVE S
S N ST	5TH AVE S	6TH AVE S
15TH AVE S	S PALMWAY	S FEDERAL HWY
1ST AVE S	S K ST	S J ST
1ST AVE S	S L ST	S K ST
1ST AVE S	S M ST	S L ST
S K ST	LAKE AVE	1ST AVE S
S L ST	2ND AVE S	3RD AVE S
S L ST	1ST AVE S	2ND AVE S
S L ST	LAKE AVE	1ST AVE S
S N ST	DEAD END	16TH AVE S
S N ST	13TH AVE S	14TH AVE S
S N ST	15TH AVE S	16TH AVE S
S N ST	14TH AVE S	15TH AVE S



**DRAFT AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 18, 2016 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION OR MOMENT OF SILENCE:** Led by Commissioner Christopher McVoy
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 October 18, 2016 as Historical Society of Lake Worth Day
 - B. Proclamation declaring October 23-31, 2016 as Red Ribbon Week
 - C. Pineapple Beach Neighborhood Association update
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. Resolution No. xx-2016 - authorize the City Manager or designee to sign Florida Department of Transportation agreements
 - B. Resolution No. XX-2016 - Documenting the levy of municipal special assessment liens for unpaid boarding and securing charges
 - C. Resolution No. XX- 2016 - Documenting the levy of municipal special assessment liens for unpaid demolition charges

- D. Resolution No. XX- 2016 - Documenting the levy of municipal special assessment liens for unpaid lot clearing charges
- E. Purchase new Mini Excavator for the Stormwater Division
- F. Purchase of a new Morbark Brush Chipper for the Grounds Division

10. PUBLIC HEARINGS:

- A. Ordinance No. 2016-28 - Second Reading and Public Hearing - amend the Sister City Board composition

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

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. November 1, 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.